

EXHIBIT 5

DANIEL RAGSDALE
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1	UNITED STATES DISTRICT COURT	1	INDEX
2	CENTRAL DISTRICT OF CALIFORNIA	2	
3	EASTERN DIVISION	3	WITNESS
4	CIVIL ACTION NO. 5:17-cv-02514-JGB	4	DANIEL RAGSDALE
5	RAUL NOVOA and JAIME CAMPOS FUENTES, individually and on behalf of all	5	DIRECT EXAMINATION BY MR. CHAREST
6	others similarly situated,	6	
7	Plaintiffs, vs.	7	INDEX TO EXHIBITS
8	THE GEO GROUP, INC.,	8	EXHIBITS
9	Defendant, _____ /	9	EXHIBIT 1 SERVICES CONTRACT 24
10		10	EXHIBIT 2 PERFORMANCE-BASED NATIONAL DETENTION 29 STANDARDS 2011
11	VIDEOTAPED DEPOSITION OF DANIEL RAGSDALE	11	EXHIBIT 3 DETAINEE WORK DETAIL APPLICATION 121 EXHIBIT 5 ICE/DRO DETENTION STANDARD 145 VOLUNTARY WORK PROGRAM
12	VOLUME I, PAGES 1-190	12	EXHIBIT 6 5.8 VOLUNTARY WORK PROGRAM 145
13	WEDNESDAY, JUNE 12th, 2019	13	(EXHIBIT 4 INCLUDED IN VOLUME II)
14	515 EAST LAS OLAS BOULEVARD, SUITE 1200	14	(ORIGINAL EXHIBITS INCLUDED WITH ORIGINAL TRANSCRIPT)
15	FORT LAUDERDALE, FLORIDA	15	
16	9:03 a.m. - 5:40 p.m.	16	
17		17	
18		18	
19		19	
20		20	
21		21	
22		22	
23	STENOGRAPHICALLY REPORTED BY: VALERIE LEHTO, REGISTERED PROFESSIONAL REPORTER	23	
24	NOTARY PUBLIC, STATE OF FLORIDA ESQUIRE DEPOSITION SERVICES	24	
25	FORT LAUDERDALE OFFICE	25	
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1	APPEARANCES:	1	DEPOSITION OF DANIEL RAGSDALE
2	APPEARING ON BEHALF OF THE PLAINTIFFS:	2	JUNE 12th, 2019
3		3	
4	BURNS, CHAREST, LLP. BY: DANIEL H. CHAREST, ESQUIRE.	4	THE VIDEOGRAPHER: We are now on the video
5	BY: LYDIA A. WRIGHT, ESQUIRE.	5	record.
6	365 CANAL STREET, SUITE 1170 NEW ORLEANS, LOUISIANA 70130 (504) 799-2845 dcharest@burnscharest.com lwright@burnscharest.com	6	Today is Wednesday, the 12th day of June of
7		7	2019. The time is 9:03 a.m.
8		8	We're here at 515 East Las Olas Boulevard,
9	LAW OFFICE OF R. ANDREW FREE. BY: R. ANDREW FREE, ESQUIRE.	9	Suite 1200 in Fort Lauderdale, Florida for the
10	BY: HENRIETTE VINET-MARTIN, ESQUIRE.	10	purpose of taking the videotaped deposition of
11	2004 8th AVENUE SOUTH NASHVILLE, TENNESSEE 37204 (844) 321-3221 andrew@immigrantvivilrights.com	11	Daniel Ragsdale. The case is Raul Novoa and Jaime
12		12	Campos Fuentes versus The GEO Group, Inc.
13		13	The court reporter's Valerie Lehto and the
14	APPEARING ON BEHALF OF THE DEFENDANT:	14	videographer is Don Savoy, both from Esquire
15		15	Deposition Solutions.
16	HOLLAND & KNIGHT. BY: SHANNON L. ARMSTRONG, ESQUIRE.	16	Will counsel please announce their appearances
17	BY: J. MATTHEW DONOHUE, ESQUIRE.	17	for the record.
18	111 SOUTHWEST FIFTH AVENUE 2300 U.S. BANCORP TOWER PORTLAND, OREGON 97204 (503) 517-2913 shannon.armstrong@hklaw.com matt.donohue@hklaw.com	18	MR. CHAREST: Daniel Charest for the
19		19	Plaintiff.
20	ALSO PRESENT: FRANCES E. SIMKINS U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT	20	MS. ARMSTRONG: Are you guys --
21	DON SAVOY/VIDEOGRAPHER	21	MR. FREE: Andrew Free for the Plaintiff.
22		22	MS. WRIGHT: Lydia Wright for the Plaintiffs.
23		23	MS. ARMSTRONG: Shannon Armstrong from Holland
24		24	& Knight for the Defendant GEO Group. Also Matt
25		25	Donohue from Holland & Knight also for the

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1 Defendant GEO Group is not in the room right now, 2 but will be shortly. 3 MR. CHAREST: And for the record we have an 4 attendee from ICE. If you can say your name on the 5 record, please. 6 MS. SIMKINS: Frances Simkins. 7 MR. CHAREST: Thank you. 8 9 DANIEL RAGSDALE 10 having been first duly sworn or affirmed, testified as 11 follows: 12 DIRECT EXAMINATION 13 BY MR. CHAREST: 14 Q. Good morning, sir. 15 Can you state your name for the record, 16 please. 17 A. Yes. It's Daniel Ragsdale. 18 Q. And what is your current employment, sir? 19 A. I work for The GEO Group. 20 Q. In what position? 21 A. I'm the Executive Vice-President for Contract 22 Compliance. 23 Q. How long have you worked at The GEO Group? 24 A. It will be coming up on two years in July. 25 Q. So July, 2017?	1 A. On several brief occasions, yes. 2 Q. Tell me how that works, like brief occasions. 3 I don't understand what you mean. 4 A. Both the Department of Homeland Security and 5 there's a Federal Statute around political position 6 vacancies that control who is acting in the absence of a 7 Senate confirmed political appointee. 8 Q. And that was you from time to time then I take 9 it? 10 A. Correct. 11 Q. Oh. On how many occasions were you the Acting 12 Director of ICE? 13 A. I believe three. 14 Q. Do you remember the dates? 15 A. It was briefly in January of 2017. It was 16 briefly I believe at some point when the Acting 17 Director, his name is John Sandweg left, so it was a 18 couple of weeks. I believe it was briefly when the 19 Acting Director John Morton left, so it was a couple of 20 occasions. 21 Q. So that's three, if I'm counting correctly, or 22 unless you've given me two that overlap. Is it Sandweg? 23 A. Sandweg, S-a-n-d-w-e-g, John Sandweg. 24 Q. So when Mr. Sandweg left that was one occasion 25 and the other one was when Mr. Morton left?
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1 A. Correct. 2 Q. Where did you work before working with The GEO 3 Group? 4 A. I worked at U.S. Immigration and Customs 5 Enforcement. 6 Q. Is that commonly known as ICE? 7 A. It is. 8 Q. All right, and what position did you hold -- 9 What was your last position that you held at ICE, sir? 10 A. I was a Deputy Director. 11 Q. Of -- When did you leave that position? 12 A. In May of 2017. 13 Q. What was the job you had prior to being the 14 Deputy Director at ICE? 15 A. I was the Executive Associate Director for 16 Management and Administration. 17 Q. From when to when, sir? 18 A. I believe I started acting in that job in I 19 want to say October, 2010 and I was in - was in that job 20 or in that position until December, 2012. 21 Q. I'm sorry. Can you tell me when you started 22 again. I missed it. 23 A. I believe it was October, 2010. 24 Q. Gotcha. Thank you. 25 Have you ever been the Acting Director of ICE?	1 A. So Mr. Morton was the Senate confirmed 2 Director that began in 2008 and then Sarah Saldana was 3 the second Senate confirmed Director, so it could be as 4 many as four times, and we're talking a matter of weeks 5 in each case. 6 Q. Can you for the record state - spell the last 7 name you just said. 8 A. Sarah Saldana, S-a-l-d-a-n-a. 9 Q. All right, so maybe three, maybe four times in 10 a matter of weeks, and frankly no disrespect, but the 11 stopgap because the regulations require someone to be 12 acting while the - the Senate approved person is not 13 in - in position. Is that fair? 14 MS. ARMSTRONG: Objection to the form, vague. 15 THE WITNESS: I want to be precise. 16 BY MR. CHAREST: 17 Q. Sure. 18 A. So there is again -- 19 Q. If you need to review something, let me ask 20 you better. 21 Summarize, if you would, your intermittent 22 positions as Acting Director for ICE. 23 A. So in the absence of a Senate confirmed 24 political appointee generally speaking the Deputy 25 Director will assume the roles of the Director, so in

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<p style="text-align: right;">Page 9</p> <p>1 the absence of that person I on several occasions 2 stepped up in that role temporarily. 3 Q. And you've told us about three occasions and 4 there may or may not have been another one that you're 5 not sure of? 6 A. There could have been a brief time as well, 7 but I believe that's - that's right. 8 Q. You, yourself, were never Senate confirmed, 9 correct? 10 A. No. I was the career person in the number two 11 job. 12 Q. All right. 13 Were you paid on the - on the Executive 14 schedule during the time you were at ICE? 15 A. No. 16 Q. Do you know what that means? 17 A. I do. 18 Q. What does it mean? 19 A. The Executive schedule is a schedule of 20 salaries that GSA puts out for Senate confirmed and 21 other political appointees. 22 Q. All right, and you were never even during your 23 time as Acting Director paid on that scale? 24 A. No. 25 Q. Okay. Well, you mean - you said no, but you</p>	<p style="text-align: right;">Page 11</p> <p>1 A. It's a law enforcement agency, so that 2 position was responsible for issues related to both 3 criminal investigations, immigration enforcement, the 4 whole range of the Agency's functions. 5 Q. You were advising the Director? 6 A. Correct. 7 Q. Okay, what job did you hold before that? 8 A. I was Chief of the Enforcement Law Division in 9 the Office of the Principal Legal Advisor. 10 Q. What was the type of work you did when you 11 were the Chief - Chief of Enforcement Law Division? 12 A. So that was in the legal program at ICE and we 13 provide advice to the law enforcement components 14 regarding, you know, the statutory authorities and the 15 statutes the Agency enforced. 16 Q. You understand this particular case pertains 17 to a facility in Adelanto, California, right? 18 A. Yes. 19 Q. All right, is there - what's - what's the -- 20 In your work at GEO is there a name for that facility 21 that you all use internally? 22 A. I believe it's known as the Adelanto ICE 23 Processing Center. 24 Q. Okay, I've seen acronyms AIPC. Is there like 25 a - is it AIPC or something or is it they just say the</p>
<p style="text-align: right;">Page 10</p> <p>1 mean yes? Yes, you were never paid on that scale, 2 correct? 3 A. No. I was never paid on the Executive 4 schedule. 5 Q. Fair. All right. 6 All right, before October of 2010 you were, if 7 I understand it correctly, effectively a lawyer within 8 ICE, you were Senior Counsel and Chief Enforcement of 9 the law - Chief of the Enforcement Law Division. Is 10 that fair? 11 MS. ARMSTRONG: Object to the form, vague, 12 compound. 13 THE WITNESS: Yeah. No. 14 BY MR. CHAREST: 15 Q. Okay, what was your job before being Executive 16 Associate Director? 17 A. I was Senior Management Counsel, so from I 18 think 2008 until 2010. 19 Q. Okay, and what did that job entail? 20 A. So that position was working for the Director 21 and essentially providing counsel on various law 22 enforcement matters and other Agency matters that were 23 assigned to me. 24 Q. Can you give more color or more detail on what 25 you mean by various law enforcement matters.</p>	<p style="text-align: right;">Page 12</p> <p>1 word, the letters? 2 A. I don't know what people generally do. It's 3 known as the Adelanto ICE Processing Center. 4 Q. Fair enough. 5 If I say the Adelanto Center or Adelanto you 6 understand that we're talking about that - that 7 facility? Is that fair? 8 A. I do. 9 Q. All right. Great. 10 Have you been there before to the Adelanto 11 facility? 12 A. Yes. 13 Q. How many times? 14 A. I believe three, but maybe as many as four. 15 Q. Have you ever been there in connection with 16 learning or investigating issues relating to this 17 particular lawsuit? 18 A. No. 19 Q. Your work there or your visits there have all 20 been other work for GEO not pertaining to this lawsuit? 21 A. Correct. 22 Q. All right, what type of work have you done 23 when you visited the Adelanto facility? 24 A. Liaison meetings with ICE on actually both 25 occasions.</p>

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1 Q. So you said both. You suggested you might 2 have been there three or four times. Do you mean to say 3 each occasion you think there was liaison meetings with 4 ICE? 5 It's not a trap. 6 A. What you'll have to ask me is, in other words, 7 I was there twice during my tenure at GEO. 8 If you're asking me if I've been there over 9 the course of time then the answer's different. 10 Q. Perfect. All right, so thank you for the 11 clarification. I appreciate it. 12 Since you've been working at GEO you've been 13 to the Adelanto facility twice, both of which were 14 liaison meetings with ICE, correct? 15 A. Yes. 16 Q. And prior to your employment with GEO you had 17 visited the Adelanto facility once or twice in your 18 capacity at ICE, correct? 19 A. Correct. 20 Q. What were the purpose and scope of the 21 meetings or the visits when you were working at ICE? 22 A. They were site visits over the time in my 23 career, just visits to the LA field office generally. 24 Q. Were you involved in any contract performance, 25 non-performance investigations in any of those visits to	1 quality? 2 A. I would say breadth and depth would be my 3 description. 4 Q. So both quality and volume? 5 MS. ARMSTRONG: Objection, misstates -- 6 THE WITNESS: I didn't say -- 7 MS. ARMSTRONG: -- the testimony. 8 THE WITNESS: -- quality or volume. I said 9 breadth and depth. 10 BY MR. CHAREST: 11 Q. Okay. Well, when you say breadth what do you 12 mean? 13 A. It could be a range of options. In other 14 words, you could have recreation, let's just say you 15 could add a particular type of recreation, you could add 16 a particular type of programming. 17 Q. What do you mean by programming? 18 A. Courses, you know, activities offered to the 19 detainees. 20 Q. Okay, and that's what you mean by breadth is 21 adding more services to the then existing or that 22 existing population? 23 A. Correct. 24 Q. Okay, what do you mean by depth? 25 A. Depth could be just in terms of the number of
Page 14	Page 16
1 the Adelanto facility? 2 A. No. 3 MS. ARMSTRONG: Objection, vague, compound. 4 THE WITNESS: No. 5 BY MR. CHAREST: 6 Q. When was the last time you were at the 7 facility? 8 A. A matter of months ago. I couldn't tell you 9 precisely. Two or three months ago. 10 Q. Is it fair to say that you would view your 11 visits to the facility as part of the regular course of 12 your - of your work at GEO to go have a liaison meeting 13 with ICE at that facility? 14 A. It was a meeting at ICE's request, so it 15 wasn't part of my normal day-to-day GEO functions, no. 16 Q. What was the purpose of the meeting then 17 specifically? 18 A. ICE wanted to discuss, you know, various 19 issues related to, you know, the performance of the 20 facility, the services that are offered, so it was just 21 at their request to I would say brainstorm. 22 Q. To - to work to improve the services that were 23 provided? 24 A. Or to expand on them. 25 Q. Expand in terms of volume or in terms of	1 hours, the number or the particular type of people 2 providing those services, potentially more credentialed 3 people. 4 Q. Meaning enhancement of the - of the - the 5 level of service provided? Is that fair? 6 A. I'm not sure what you mean by that. 7 Q. Okay, so you're talking about getting more 8 credentialed people to work at the facility, correct? 9 A. A possibility for that, yes. 10 Q. Okay, what - in what capacities for those 11 people that you're looking to get better credentials? 12 A. I didn't say better. What I would say is, in 13 other words, if you wanted to say offer a substance 14 abuse class or, you know, an anger management class, 15 those things could be taught by people with some level 16 of credential different than, you know, someone who 17 might teach art class. 18 Q. Sure. Like you and I could teach a substance 19 abuse class, but it wouldn't be as good as someone that 20 actually had credentials to do it, fair? 21 A. I don't know that I'm qualified to teach a 22 substance abuse class. You may be, but I understand 23 your point. 24 Q. And that's what we're talking about is finding 25 people that are qualified to do the services that are

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<p>1 being offered there at the facility, right?</p> <p>2 A. Correct.</p> <p>3 Q. Okay, was that the nature of both of the</p> <p>4 liaison meetings that you had while you had been working</p> <p>5 at GEO at the Adelanto facility?</p> <p>6 A. The second one for sure, the first one also</p> <p>7 may have been a site visit. I had not been there in</p> <p>8 many years.</p> <p>9 Q. And when you say site visit, is that</p> <p>10 effectively an informal inspection by you where you go</p> <p>11 and not necessarily have a checklist but go look around</p> <p>12 and make sure you're satisfied with the performance of</p> <p>13 the operation?</p> <p>14 MS. ARMSTRONG: Objection, vague.</p> <p>15 THE WITNESS: No.</p> <p>16 BY MR. CHAREST:</p> <p>17 Q. Okay, what do you mean by site visit?</p> <p>18 A. A tour.</p> <p>19 Q. Just a tour?</p> <p>20 A. Correct.</p> <p>21 Q. So you're going around to learn the facility</p> <p>22 and intake but not necessarily evaluate and judge? Is</p> <p>23 that fair?</p> <p>24 A. A tour would simply be walking around and</p> <p>25 familiarizing yourself with the location meeting the</p>	<p>Page 17</p> <p>1 looked? Are you evaluating just things you see with</p> <p>2 your eyes and not like the color of the paint or are you</p> <p>3 saying, oh, look everyone's on time, everybody's doing</p> <p>4 their job, I'm pleased with the performance as well as</p> <p>5 just the physical presentation?</p> <p>6 A. I mean a general impression of the physical</p> <p>7 plant, the - what I would say is the mood of the folks.</p> <p>8 I encountered both employees and detainees.</p> <p>9 Q. Anything else?</p> <p>10 A. Again just general impressions.</p> <p>11 Q. Did you have any other general impressions</p> <p>12 from those visits?</p> <p>13 A. Not that I can recall.</p> <p>14 Q. GEO is a private for profit corporation,</p> <p>15 right?</p> <p>16 A. GEO is a publicly traded company, yes.</p> <p>17 Q. For profit company?</p> <p>18 A. Correct.</p> <p>19 Q. It is a Federal Government contractor?</p> <p>20 A. It is.</p> <p>21 Q. Is GEO a real estate investment trust?</p> <p>22 MS. ARMSTRONG: Objection, vague.</p> <p>23 THE WITNESS: Yes.</p> <p>24 BY MR. CHAREST:</p> <p>25 Q. All right, and you know what a real estate</p>	
<p>1 folks that are working there and making general</p> <p>2 observations.</p> <p>3 Q. Did you make any observations about the - the</p> <p>4 conditions about any fixes or any improvements that you</p> <p>5 would have liked to have seen when you were at Adelanto</p> <p>6 in any of your three or four visits?</p> <p>7 A. Nothing formal. I had formed a personal</p> <p>8 opinion on those occasions, but - but nothing that</p> <p>9 produced anything in my sort of official capacity.</p> <p>10 Q. What personal opinion did you produce during</p> <p>11 your - those visits that you just mentioned?</p> <p>12 A. I was pleased with the way the facility</p> <p>13 looked.</p> <p>14 Q. And when you say the way the facility looked,</p> <p>15 are you talking about just its physical appearance or</p> <p>16 are you talking about that sort of encompasses also when</p> <p>17 you're seeing the operations and the people's</p> <p>18 performance there?</p> <p>19 MS. ARMSTRONG: Objection, vague.</p> <p>20 THE WITNESS: Yeah, I think -- Could you</p> <p>21 clarify that question?</p> <p>22 BY MR. CHAREST:</p> <p>23 Q. I'm trying to understand what you mean by when</p> <p>24 you say you're pleased with the way the facility looked.</p> <p>25 What's the scope of that when you're saying the way it</p>	<p>Page 18</p> <p>1 investment trust is, right?</p> <p>2 A. I do.</p> <p>3 Q. Okay, describe for us for the record what -</p> <p>4 what you understand a real estate investment trust to</p> <p>5 be.</p> <p>6 A. It is a type of company that holds real estate</p> <p>7 holdings and, you know, performs services of a variety</p> <p>8 of types on those locations.</p> <p>9 Q. What type of services does the - does that</p> <p>10 type of company provide on those various locations in</p> <p>11 your experience?</p> <p>12 MS. ARMSTRONG: Objection, vague.</p> <p>13 THE WITNESS: I know there are multiple types</p> <p>14 of - of real estate investment trusts, so I'm not</p> <p>15 quite sure what you mean.</p> <p>16 BY MR. CHAREST:</p> <p>17 Q. Like hotel chains, for example?</p> <p>18 A. I know from just basic knowledge that, yes,</p> <p>19 there are hotel chains that do that or organized that</p> <p>20 way.</p> <p>21 Q. And are there certain qualifications or boxes</p> <p>22 to tick in order to qualify as a real estate investment</p> <p>23 trust for the IRS, for example?</p> <p>24 MS. ARMSTRONG: Objection, calls for a legal</p> <p>25 conclusion.</p>	<p>Page 20</p>

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1 THE WITNESS: I assume so, but I don't know.	1 notably larger than any others?
2 BY MR. CHAREST:	2 MS. ARMSTRONG: Objection, vague.
3 Q. You don't know?	3 THE WITNESS: You know, other than what I know
4 A. No.	4 in just of reading and, you know, press releases
5 Q. When you described a real estate investment	5 I'm not really knowledgeable about who owns what.
6 trust you mentioned that there were real estate holdings	6 BY MR. CHAREST:
7 and the provision of services. What provision of	7 Q. Okay, what did you know reading press
8 services did you have in mind when you said that answer,	8 releases? What did you have in mind when you thought
9 sir?	9 about that answer?
10 A. The GEO Group provides both residential and	10 A. I know that publicly traded companies put out
11 non-residential detention services at those locations.	11 various, you know, information at - after board meetings
12 That's what the company does.	12 and, you know, annual reports. I don't know precisely
13 Q. What do you mean by non-residential?	13 who is the largest shareholder. I don't know.
14 A. I mean something that I think in normal	14 Q. Do you own any shares in GEO?
15 language would be like a halfway house.	15 A. Yes, I do.
16 Q. Okay, like a non-permanent place for someone	16 Q. When did you acquire them?
17 to sleep and reside? Is that a fair description that	17 A. I - it's been twice. In the spring of 20, I
18 we're talking about?	18 guess, '18 and the spring of 2019.
19 A. I think it would be someplace where someone	19 Q. So you didn't own any shares in GEO when you
20 may spend a period of time where they actually sleep	20 were working at ICE?
21 there and they're working at other times and then there	21 A. No.
22 are some places where they're there for programming	22 Q. Do you know anyone while you were working at
23 during the day and they sleep in their houses, so it's -	23 ICE that owned shares in GEO?
24 it's a range, a blended set of circumstances.	24 A. I have no idea.
25 Q. Fair. All right, so when you're talking about	25 Q. Well, let's be real clear on that point for my
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1 residential and non-residential, for the residential	1 benefit. Are you saying that you were not aware of
2 we're talking about detainees who live and spend all of	2 anybody owning it or I just don't know one way or the
3 their time on a facility and non-residential is one	3 other?
4 where the stay might be shorter and the person can come	4 A. All I know for sure is that I did not.
5 and go; is that right?	5 Q. And you never heard anyone say that they did
6 A. I think generally that would be right.	6 at ICE?
7 Q. All right, and those are the services that GEO	7 A. I - I -- No.
8 provides in addition to holding real estate properties,	8 (Whereupon, Exhibit 1 was marked)
9 correct?	9 BY MR. CHAREST:
10 A. Yes.	10 Q. I hand you two documents. We don't have to
11 Q. All right, and on those facilities that GEO	11 jump into them right yet, but they will - they may
12 provides it provides for the residents' housing, it's a	12 provide you some context to answer some questions as we
13 room and board, some training activities, medical	13 go forward, so to be fair I'll hand them to you.
14 facilities and I guess I'd call it pastime, you know,	14 The first one that's been marked as Exhibit
15 non-work related activities? Is that a fair and general	15 One is the - is titled Services Contract and it's dated
16 description?	16 17 May, 2011 and it's a contract between the City of
17 MS. ARMSTRONG: Objection, vague.	17 Adelanto and The GEO Group and, of course, it appends to
18 THE WITNESS: Yeah, I think - could you	18 it and makes part of it the Intergov - Intergovernmental
19 clarify the question, please?	19 Service Agreement between ICE and the City of Adelanto.
20 BY MR. CHAREST:	20 Are you familiar with this agreement, sir?
21 Q. Well, I'm trying to understand the breadth of	21 A. I am generally familiar with it.
22 services.	22 Q. Generally familiar with it. What does that
23 Maybe we can just look at the contract when we	23 mean?
24 get it, so I'll wait on that until later.	24 A. I am aware of what this is. It was not in my
25 Does GEO have any shareholder groups that are	25 direct day-to-day responsibilities to be knowledgeable

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1 about this particular contract. 2 Q. Are you -- You're the Contract Compliance 3 Officer for The GEO Group, right? 4 A. Correct. 5 Q. And it's not your job to make sure that this 6 contract is complied with? 7 A. I didn't say that. 8 Q. Is it your job to make sure that this contract 9 is complied with? 10 A. In part. 11 My job is to perform audits to determine how 12 our performance under this contract is going. I'm not 13 in an operational capacity to - to perform what GEO does 14 under this contract. 15 Q. I take your point. 16 You're - you're not responsible for the people 17 that are carrying out this contract? You're responsible 18 for making sure the people that carry out this contract 19 within GEO are doing it correctly? Is that fair? 20 A. No. 21 Q. Okay, what's wrong with what I said? 22 A. I'm not in their chain of command so, in other 23 words, I'm not responsible for precisely how they do 24 their jobs on a day-to-day basis. What I'm responsible 25 for is performing audits which are essentially snapshots	Page 25 1 had to be done on site, I looked at the audit tools 2 themselves, I looked at some questions about particular 3 areas, but generally the system that was there is 4 largely intact. 5 Q. What was the third one you said? You said on 6 whether auditing done on site, with the different audit 7 tools and then the third one? 8 A. I said, you know, would every audit have to be 9 done on site, looked at audit tools. I -- 10 Q. I kind of repeated it. To me it sort of 11 subsumed the first two, so if you can only - can you 12 think of anything other than? 13 A. I reviewed the overall quality control policy 14 that - you know, we reviewed all those - the policy on 15 that. 16 Q. Okay, did you make any other changes that you 17 can recall to the audit process? 18 A. No. 19 Q. All right, what audit tools are we talking 20 about? Not just the ones that you changed, but 21 generally what audit tools do you all employ to ensure 22 compliance with this services contract that is Exhibit 23 One? 24 A. So an audit tool is a term of art. It doesn't 25 really mean it's a tool. It is a set of questions
Page 26 1 at various points of how folks are performing. 2 Q. Okay, so when you're doing these audits how 3 does that manifest itself? What do you do to do an 4 audit? 5 A. We have reviewed the contract, the standards, 6 the statement of work and we create audit tools to what 7 I'll say is perform tests of a sample of various, you 8 know, services that are performed under the contract to 9 determine whether they comply or not in simple terms. 10 Q. Did that system exist when you joined GEO? 11 A. It did. 12 Q. So you didn't build it from the ground up? 13 You just now - you had a -- There was a system in place 14 that you took over; is that right? 15 A. Correct. 16 Q. Did you change the system at all since you 17 took over or you're just adapting or adopting the system 18 that was in place? 19 MS. ARMSTRONG: Objection, compound. 20 THE WITNESS: If I understand your question, 21 have I made any changes since I've joined? Yes. 22 BY MR. CHAREST: 23 Q. Okay, what changes did you make to the 24 auditing system since you joined GEO? 25 A. I looked at whether or not every single audit	Page 26 1 developed from the contract developed from ICE's 2 Performance-Based National Detention Standards based on 3 the statement of work and we developed those questions 4 and essentially go to the facility to look at those 5 particular areas and make a determination if something 6 is compliant or not. 7 Q. Do the questions that you use as audit tools 8 pertain to the voluntary work program, any of them? 9 A. I believe there are some questions related to 10 the voluntary work program, yes. 11 Q. What questions does GEO employ as audit tools 12 to evaluate the voluntary work program? 13 MS. ARMSTRONG: Objection, vague. 14 THE WITNESS: Could you clarify that question? 15 BY MR. CHAREST: 16 Q. So you identified tools and said the tools are 17 a related set of questions based on the contract, the 18 PBNDS in the statement of work and you said some of 19 those questions pertained to the voluntary work program, 20 so I'm asking you what questions, what tools, if you 21 want to use that term, I don't care, pertain to the 22 voluntary work program that you all use? 23 A. All right, I don't have the questions 24 memorized, but they would be questions related to the 25 precise standard in the voluntary work program and the

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<p>1 PBNDS, so the existence of the program, you know, the 2 types of - of vocations that people can participate in, 3 the hours in which it's done, the selection process, you 4 know, making sure folks are paid, just obviously the 5 general administration of the program. 6 (Whereupon, Exhibit 2 was marked)</p> <p>7 BY MR. CHAREST:</p> <p>8 Q. Okay, so I'd suggest I should hand to you a 9 document that's been marked as Exhibit Two --</p> <p>10 A. Okay. Thank you.</p> <p>11 Q. -- which is the - it's a printout we have of 12 the Performance-Based National Detention Standards 2011. 13 It is a hefty document.</p> <p>14 MS. ARMSTRONG: I just want to note for the 15 record that Exhibit Two is the PBNDS Standards for 16 2011 revised December, 2016.</p> <p>17 MR. CHAREST: So noted.</p> <p>18 BY MR. CHAREST:</p> <p>19 Q. When you're talking - when you and I were 20 talking about the PBNDS, we're talking about this 21 document, whatever, there might be different versions? 22 Is that fair?</p> <p>23 A. There are multiple versions of this, yes.</p> <p>24 Q. And -- But you understand when I say PBNDS and 25 you say PBNDS we're both talking about the</p>	<p>1 ICE asked for a different set of standards to apply it 2 would not necessarily be this version, it could be 3 something else.</p> <p>4 Q. And are you aware of whether or not there are 5 changes between one version of the PBNDS and another as 6 pertains to the voluntary work program?</p> <p>7 A. There were changes in 2016, yes.</p> <p>8 Q. Okay, what were those changes? Do you know?</p> <p>9 A. I don't know precisely what every change was 10 in that document, so - but I do know there were changes.</p> <p>11 Q. Do you remember any of the changes?</p> <p>12 A. I do know that there was a change regarding 13 compensation.</p> <p>14 Q. What was the change regarding compensation?</p> <p>15 A. The term at least a dollar a day is reflected 16 in this version.</p> <p>17 Q. And what was it before this version?</p> <p>18 A. I believe it said a dollar a day --</p> <p>19 Q. Okay.</p> <p>20 A. -- or some version of that.</p> <p>21 Q. Do you know which version applies to the 22 Adelanto facility contractually?</p> <p>23 MS. ARMSTRONG: Objection, vague as to time.</p> <p>24 THE WITNESS: I guess it would say when -- The 25 Adelanto facility has been under contract for</p>
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<p>1 Performance-Based National Detention Standards that are 2 reflected in Exhibit Two or some variant of Exhibit Two? 3 Is that fair?</p> <p>4 A. It would best probably to be precise that if 5 what the document you've handed me just because it does 6 make a difference these are the Performance-Based 7 National Detention Standards that were updated in 2016, 8 so that's the version you've showed me, so I'll assume 9 that's what you mean when we're talking about this 10 document.</p> <p>11 Q. Sure. When we're talking about this document 12 that's easy enough, but when you're talking about we've 13 got these audit tools that led us - that lead us to 14 getting a set of questions that pertain to the contract 15 and to the Performance-Based National Detention 16 Standards and the statement of work, you're not talking 17 about just this revision? You're talking about whatever 18 revision applies to whatever the location is at the 19 particular time, right?</p> <p>20 A. What I would mean is whatever the contract 21 requires --</p> <p>22 Q. Okay.</p> <p>23 A. -- so this is in some cases subsumed into the 24 contracts, but the contract is the operative document 25 that was the agreement between GEO and any client, so if</p>	<p>1 several years.</p> <p>2 BY MR. CHAREST:</p> <p>3 Q. Okay, so that sort of answer it leads me to 4 believe that you believe that contract called for 5 different Performance-Based National Detention Standards 6 over time; is that right?</p> <p>7 MS. ARMSTRONG: Objection, calls for a legal 8 conclusion.</p> <p>9 THE WITNESS: If I understand your question, 10 this document wasn't written until 2016 and if the 11 facility was in operation before 2016 then this 12 version couldn't have applied, so there must have 13 been another version.</p> <p>14 BY MR. CHAREST:</p> <p>15 Q. Do you know what that prior version was?</p> <p>16 A. This on its face, you know, notes that it was 17 written in 2011, so I believe in 2011 it was a different 18 version of this - these set of standards that applied.</p> <p>19 Q. Let's not pretend like you never saw the PBNDS 20 before today, okay?</p> <p>21 MS. ARMSTRONG: Objection, argumentative.</p> <p>22 BY MR. CHAREST:</p> <p>23 Q. You've seen this document before today, right?</p> <p>24 A. Yes.</p> <p>25 Q. I mean it is literally the document that you</p>

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<p style="text-align: right;">Page 33</p> <p>1 would use to go audit all of the entities and facilities 2 under your auspices, correct?</p> <p>3 MS. ARMSTRONG: Objection, misstates prior 4 testimony.</p> <p>5 THE WITNESS: So as I said, the contract 6 directs us which version of the standards apply in 7 which facilities.</p> <p>8 BY MR. CHAREST:</p> <p>9 Q. Sure. Okay, whatever version applies through 10 whatever contract you're aware of not only this 2016 11 revision of the Performance-Based National Detention 12 Standards but other revisions, correct?</p> <p>13 A. I'm aware of the multiple versions of this 14 over the course of time, yes.</p> <p>15 Q. I mean it is literally your sandbox? This is 16 the job you do is make sure the facilities comply and 17 conform with whatever standards are applicable to that 18 particular facility, right?</p> <p>19 MS. ARMSTRONG: Objection, asked and answered, 20 argumentative.</p> <p>21 THE WITNESS: So as it relates to ICE which is 22 not the only client that my team audits we also 23 perform work for the Federal Bureau Of Prisons, the 24 United States Marshals Service and some other 25 clients, so the answer is as it relates to ICE I'm</p>	<p style="text-align: right;">Page 35</p> <p>1 Q. Okay. Well, you're the guy that does the 2 audit. Do you know which version applies to Adelanto, 3 which version of the PBNDS applies to Adelanto?</p> <p>4 A. As of when?</p> <p>5 Q. Today.</p> <p>6 A. Okay, as of today I believe the 2016 version 7 of these standards apply to Adelanto.</p> <p>8 Q. What's your basis for that?</p> <p>9 A. I believe our audit tools were updated 10 sometime between 2016 and 2017 prior to my arrival at 11 GEO to reflect this version of the standards, but I 12 don't have firsthand knowledge of that.</p> <p>13 Q. When you say this version, you put your hands 14 on Exhibit Two which is the 2016 revision, right?</p> <p>15 A. Yes. That's what -- Yes, it says on here that 16 revised December, 2016.</p> <p>17 Q. Do you know if this agreement that is Exhibit 18 One, the services contract, is even the valid agreement 19 between the City of Adelanto and GEO?</p> <p>20 MS. ARMSTRONG: Objection, calls for a legal 21 conclusion.</p> <p>22 THE WITNESS: I'm not sure what you mean.</p> <p>23 BY MR. CHAREST:</p> <p>24 Q. Well, it's a term for sixty months which is 25 five years, five years after May, 2011 to May, 2016, so</p>
<p style="text-align: right;">Page 34</p> <p>1 familiar with this document and we develop audit 2 tools depending on which version of the standards 3 at the time applied.</p> <p>4 BY MR. CHAREST:</p> <p>5 Q. Okay, so do you know given your whatever 6 familiarity you have with the service contract between 7 ICE -- Sorry -- Between GEO and the City of Adelanto 8 which version of the PBNDS applied from the beginning of 9 the life of the services contract?</p> <p>10 A. So if you're referring to the document you've 11 handed me here that's dated the 17th of May, 2011 my 12 belief would be that the prior version of these 13 standards would have been what applied when services 14 commenced if that's what you're asking me.</p> <p>15 Q. All right, and then when the current version, 16 this 2016 revision came out it's your understanding that 17 the 2016 version is the version that governs the 18 relationship under the services contract; is that right?</p> <p>19 MS. ARMSTRONG: Objection, calls for a legal 20 conclusion.</p> <p>21 THE WITNESS: I would have to say we'd have to 22 refer to the contract and confirm that this was 23 updated at some point to reflect that this 2016 24 version of the standards apply.</p> <p>25 BY MR. CHAREST:</p>	<p style="text-align: right;">Page 36</p> <p>1 are they - are you all still operating the facility 2 pursuant to this services contract or is there a 3 different one?</p> <p>4 A. No. It's certainly not this contract.</p> <p>5 There's been about -- It's definitely not this contract.</p> <p>6 Q. How do you know that?</p> <p>7 A. I know that the City of Adelanto terminated 8 the con - the IGSA agreement.</p> <p>9 Q. When did the City terminate the IGSA 10 agreement?</p> <p>11 A. Several months ago, I believe.</p> <p>12 Q. And what was the -- How did -- What's the 13 current relationship as pertains to GEO and ICE with 14 respect to the Adelanto facility?</p> <p>15 MS. ARMSTRONG: Objection, calls for a legal 16 conclusion.</p> <p>17 THE WITNESS: Again it's not my area to -- I'm 18 not the person who does the actual procurements, 19 but I understand there is now a direct contract 20 between GEO and ICE for services at Adelanto.</p> <p>21 BY MR. CHAREST:</p> <p>22 Q. And you don't know what that contract is or 23 says or does but you're the one that audits compliance 24 with it?</p> <p>25 A. Again my job is not the procurement</p>

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<p>1 contracting person --</p> <p>2 Q. I didn't ask you about procurement</p> <p>3 contracting.</p> <p>4 MS. ARMSTRONG: Please let the witness finish</p> <p>5 his answer.</p> <p>6 BY MR. CHAREST:</p> <p>7 Q. Go ahead.</p> <p>8 A. Well, in Federal Government procurement</p> <p>9 actions there are different jobs, so while the - while</p> <p>10 the term contract is in my title I'm not responsible for</p> <p>11 the contract process in terms, so again am I familiar</p> <p>12 with the agreement, you know, word for word? No. I</p> <p>13 know generally it's a direct contract between ICE and</p> <p>14 GEO.</p> <p>15 Q. How were you able to audit the contract if</p> <p>16 you're not familiar with the contract?</p> <p>17 A. I don't really understand what you mean.</p> <p>18 Q. Your job is to oversee audits for compliance</p> <p>19 with the performance standards under the contract</p> <p>20 between ICE and GEO as pertains to two, among others,</p> <p>21 the Adelanto facility, right?</p> <p>22 A. Correct.</p> <p>23 Q. All right, how do you do that if you don't</p> <p>24 know what's in the contract between ICE and GEO as</p> <p>25 pertains to the Adelanto facility?</p>	<p>Page 37</p> <p>1 Q. Your question's better than mine. I'll ask it</p> <p>2 that way.</p> <p>3 You're the person that's responsible for</p> <p>4 ensuring that GEO performs under the terms of the direct</p> <p>5 contract between ICE and GEO through audits, correct?</p> <p>6 MS. ARMSTRONG: Objection, vague.</p> <p>7 THE WITNESS: So, no, because again as we sort</p> <p>8 of went this - before, I'm responsible for</p> <p>9 performing audits that make a determination of</p> <p>10 compliance or noncompliance. The operational chain</p> <p>11 of command is the - are the folks that are</p> <p>12 responsible for how things are done day-to-day.</p> <p>13 BY MR. CHAREST:</p> <p>14 Q. Okay, you're the person responsible for</p> <p>15 identifying on behalf of through the audit program any</p> <p>16 conformance or nonconformance with the performance</p> <p>17 standards under the contract between GEO and ICE, right?</p> <p>18 A. Correct.</p> <p>19 Q. And therefore you would and your people would</p> <p>20 need to know what the performance standards are in the</p> <p>21 contract between GEO and ICE as pertains to Adelanto to</p> <p>22 do that job, right?</p> <p>23 A. Correct.</p> <p>24 Q. And you're sitting here telling us under oath</p> <p>25 that to the best of your knowledge the scope of work</p>
<p>1 A. I know that the scope of work hasn't changed,</p> <p>2 so the nature of the agreement between GEO and ICE or</p> <p>3 the City of Adelanto may have changed but the scope of</p> <p>4 services did not.</p> <p>5 Q. So the scope of work that was in the services</p> <p>6 contract that is Exhibit One is the same scope of work</p> <p>7 that currently exists in the contract between ICE and</p> <p>8 GEO; is that right?</p> <p>9 MS. ARMSTRONG: Objection, calls for a legal</p> <p>10 conclusion.</p> <p>11 THE WITNESS: So I don't know that. I have</p> <p>12 not personally done a side-by-side comparison, but</p> <p>13 it is my understanding that is generally correct.</p> <p>14 BY MR. CHAREST:</p> <p>15 Q. Let me put it this way: You're not aware of</p> <p>16 any changes in the scope of work between the services</p> <p>17 contract that is Exhibit One and the current direct</p> <p>18 contract between ICE and GEO, correct?</p> <p>19 A. I am not aware, no.</p> <p>20 Q. And you're the person responsible for auditing</p> <p>21 that agreement, right?</p> <p>22 A. Well, again I want to be precise. When you</p> <p>23 say auditing the agreement, I'm responsible for auditing</p> <p>24 the operations. I'm not responsible for, you know, to</p> <p>25 auditing the contract.</p>	<p>Page 38</p> <p>1 under the services contract, the predecessor contract</p> <p>2 and the current contract that is directly between GEO</p> <p>3 and ICE as pertains to Adelanto is the same, right?</p> <p>4 A. To the best of my knowledge, yes.</p> <p>5 Q. Okay, thank you.</p> <p>6 The -- And when you say scope of work, not</p> <p>7 even my words, you're talking about the statement of</p> <p>8 work, right?</p> <p>9 A. Correct.</p> <p>10 Q. Okay, the statement of work that's attached to</p> <p>11 Exhibit A starts at - there's a Bates label in the</p> <p>12 bottom right-hand corner it's called GOWER, it says</p> <p>13 GOWER-GEO 0000531. Can you flip to that, please.</p> <p>14 MR. CHAREST: G-o-w-e-r.</p> <p>15 BY MR. CHAREST:</p> <p>16 Q. Okay, are you with me?</p> <p>17 A. I am at page 0000531.</p> <p>18 Q. Great.</p> <p>19 And that's the - you can confirm for me and</p> <p>20 for the record that that is the statement of work that's</p> <p>21 appended to ultimately the services contract in Exhibit</p> <p>22 One, correct?</p> <p>23 A. This is what is attached to the what you've</p> <p>24 handed me as the services contract, yes.</p> <p>25 Q. Great.</p>

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<p>1 And the first standard that's identified 2 performance standard is the 2008 ICE Performance-Based 3 National Detention Standard, correct? 4 A. Yes. That's what it reads. 5 Q. You believe that in the current version of the 6 statement of work you believe that the agreement 7 incorporates the 2011 standards and the 2016 revision of 8 that standard, correct? 9 MS. ARMSTRONG: Objection, calls for a legal 10 conclusion. 11 THE WITNESS: I believe this has been updated, 12 yes. 13 BY MR. CHAREST: 14 Q. Updated to refer to the 2011 standard 2016 15 revision, correct? 16 A. I believe that's correct, yes. 17 Q. Are the other standards also included in the 18 current statement of work to your understanding, the 19 ACA, ALDF and NCCHC? 20 MS. ARMSTRONG: Objection, vague. 21 THE WITNESS: Could you say that one more 22 time? 23 BY MR. CHAREST: 24 Q. Yeah. Well, you see what I'm talking about 25 right in that first paragraph. It says, "The service</p>	<p>1 Care NCCHC. 2 BY MR. CHAREST: 3 Q. Are you answering my question or hers? 4 A. I'm trying to answer your question. 5 Q. Okay, my question was do you see the list? 6 A. Yes. 7 MS. ARMSTRONG: Objection, argumentative. 8 BY MR. CHAREST: 9 Q. Do you see the list? 10 A. Yes. 11 Q. Okay, does the current statement of work have 12 a similar situation where there's the PBNDS and another 13 list, a full list of all kinds of standards or is it 14 just the one? 15 A. So I -- 16 MS. ARMSTRONG: Objection, vague, compound. 17 THE WITNESS: So I have not seen it 18 personally, but do I -- I know that we are still 19 required to meet ACA standards and NCCHC standards. 20 BY MR. CHAREST: 21 Q. Okay, so -- And you know that because your 22 audit tools include issues pertaining to those 23 additional standards; is that right? 24 A. Yes, but it's a slightly different format. In 25 other words, we don't audit to those standards in the</p>
<p>1 provider is required to perform in accordance with" and 2 then it lists a series of standards. Are you with me? 3 A. So if I understand your question -- 4 Q. Just answer the -- I'm just trying to frame -- 5 MS. ARMSTRONG: Please let Mr. Ragsdale finish 6 his answer then you can ask your next question. 7 BY MR. CHAREST: 8 Q. Yeah, I'm just trying to point you in the area 9 of the document, okay? Do you see where I'm talking 10 about? 11 A. I'm reading - I'm looking at the first 12 paragraph here under I, Performance. 13 Q. Right, and the form of that paragraph is that, 14 "The service provider is required to perform in 15 accordance with" and then there's a list of standards, 16 right? 17 MS. ARMSTRONG: I'm just going to object that 18 you didn't read the full piece of the quote there. 19 THE WITNESS: So if I'm following you, yes, I 20 see a list here that says 2008 ICE 21 Performance-Based National Detention Standards, 22 American Correctional Association, ACA Standards 23 for Adult Local Detention Facilities and Standard 24 Supplements for Health Services in Jails, latest 25 edition National Commission on Correctional Health</p>	<p>1 same way we audit to different standards, but there's an 2 audit process for those, yes. 3 Q. Did the economics change at all under the - 4 the new direct agreement with - between GEO and ICE as 5 compared to the prior services contract between GEO and 6 Adelanto and ICE? 7 MS. ARMSTRONG: Objection, vague. 8 THE WITNESS: I have no idea. 9 BY MR. CHAREST: 10 Q. The current agreement between GEO and ICE like 11 the predecessor is a performance-based contract, 12 correct? 13 MS. ARMSTRONG: Objection, calls for a legal 14 conclusion. 15 THE WITNESS: So if I understand correctly, it 16 includes - a reference is Performance-Based 17 Detention Standards which are - which are different 18 than - than standards that require precision to do 19 certain things in a very precise way. 20 BY MR. CHAREST: 21 Q. Correct, meaning here are the standards we 22 want you to meet, you get this - there somehow, but as 23 long as you meet the standards for the price everybody's 24 happy, right? 25 A. What I would say is these are written in an</p>
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<p style="text-align: right;">Page 45</p> <p>1 aspirational way, that they are looking for particular 2 outcomes without a prescribed method of - of doing it, 3 that particular function.</p> <p>4 Q. And that's how GEO performs under these 5 contracts, correct?</p> <p>6 MS. ARMSTRONG: Objection, calls for a legal 7 conclusion and vague.</p> <p>8 THE WITNESS: Again performs under the 9 standards or in terms of meeting the standards, 10 yes. In terms of performance under the contract 11 that would be sort of a different answer, right, 12 because it would be - it's a bigger agreement.</p> <p>13 BY MR. CHAREST:</p> <p>14 Q. So when you audit performance, GEO's 15 performance under the contract you're not looking to see 16 did GEO conform with step A, B and C that's prescribed 17 because step A, B and C are not prescribed --</p> <p>18 MS. ARMSTRONG: Objection.</p> <p>19 BY MR. CHAREST:</p> <p>20 Q. -- right?</p> <p>21 MS. ARMSTRONG: Calls for speculation.</p> <p>22 THE WITNESS: So from - in my role my audits 23 would be did, you know, recreation happen on time, 24 were meals provided properly. We would not look at 25 every term of the contract and make sure that those</p>	<p style="text-align: right;">Page 47</p> <p>1 that I'm understanding your question. In other 2 words, and again I'm - I am not an expert in it, 3 but I certainly have - am aware of the terms in 4 government contracting. There are different types 5 of contracts in the government. You know, there 6 are direct contracts between vendors, there are 7 intergovernmental service agreements, there are 8 what they call indefinite duration, indefinite 9 quantity type contracts, ID, IQ, so when you say 10 the contract there's - there are specific types of 11 contracts that exist in the government, so I just 12 want to make sure that I'm understanding your 13 question saying as it relates to operational 14 performance under ICE's standards, yes, those are 15 performance-based, but saying the contract is 16 performance-based, I don't know that I would agree 17 with that, but - but I'm not an expert.</p> <p>18 BY MR. CHAREST:</p> <p>19 Q. Fair. I'm probably -- My question probably is 20 capturing too much and that's, I think, where we're 21 missing each other.</p> <p>22 In its - in GEO's performance of the 23 operational aspects of the contract, the contract in 24 your work in making sure GEO complies with the contract 25 doesn't go and look at every nit (phonetic) and jot on</p>
<p style="text-align: right;">Page 46</p> <p>1 things let's say is related to, you know, billing 2 or how the government and GEO, you know, speak 3 through the contracting officer. That's not 4 something I audit.</p> <p>5 BY MR. CHAREST:</p> <p>6 Q. Sure, but even as to those did this happen on 7 time, were the meals served on time and hot and whatever 8 meeting standards we're talking about is meeting the 9 standards that are set out in whatever Performance-Based 10 National Detention Standards apply at that time at that 11 location, correct?</p> <p>12 A. Yes. In other words, as it relates to the 13 operational work we would look at these standards and 14 determine whether or not we were meeting what these 15 standards require.</p> <p>16 Q. And I think you and I are communicating, but 17 let's be real clear. When we're talking about a 18 performance-based contract like this the concept is the 19 vendor. GEO doesn't have to follow neatly prescribed 20 steps on how to achieve the standard, it just needs to 21 achieve the standard through whatever means it deems 22 necessary, correct?</p> <p>23 MS. ARMSTRONG: Objection, calls for a legal 24 conclusion.</p> <p>25 THE WITNESS: So, no, and I want to make sure</p>	<p style="text-align: right;">Page 48</p> <p>1 how the job gets done but rather that the job is done to 2 a certain standard, correct?</p> <p>3 A. Again as it relates to the standards piece of 4 the contract, yes.</p> <p>5 Q. Okay, and the standards piece of the contract 6 includes the voluntary work program, correct?</p> <p>7 A. Yes. There's a voluntary work program 8 statement.</p> <p>9 Q. All right, does GEO now in addition to 10 providing the room and board and guard services and 11 recreational services -- Well, let me ask a better 12 question.</p> <p>13 GEO provides a room and board at Adelanto, 14 right?</p> <p>15 A. Yes. They provide housing for the detainees, 16 yes.</p> <p>17 Q. All right, it provides the guard services for 18 the Adelanto facility?</p> <p>19 A. Yes.</p> <p>20 Q. It provides transportation to the immigrant 21 detainees, correct?</p> <p>22 A. When you say transportation, in other words, 23 at ICE's request they transport people, yes.</p> <p>24 Q. Okay, food services are provided by GEO, 25 right?</p>

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<p style="text-align: right;">Page 49</p> <p>1 A. Yes.</p> <p>2 Q. Medical services are provided by GEO?</p> <p>3 A. I believe it is a subcontractor of GEO but,</p> <p>4 yes, it's provided under the contract.</p> <p>5 Q. It's GEO's obligation whether it does it</p> <p>6 itself or has another party source, it's GEO's</p> <p>7 responsibility under the contract at Adelanto to provide</p> <p>8 medical services, correct?</p> <p>9 A. Correct. Yes.</p> <p>10 Q. And GEO also provides recreational facilities</p> <p>11 or recreational activities for the detainees at</p> <p>12 Adelanto?</p> <p>13 A. Yes.</p> <p>14 Q. And I'm not sure if recreation includes</p> <p>15 walking in - in the open air, but I mean that this sort</p> <p>16 of physical -- That's probably recreation.</p> <p>17 What do they - what do they do about sort of</p> <p>18 like phys-ed or I mean how does that get classified</p> <p>19 under your view?</p> <p>20 A. There are soccer fields, there's walking</p> <p>21 areas, there's exercise equipment, so there's, you know,</p> <p>22 opportunity for physical activity I think both inside</p> <p>23 and outside.</p> <p>24 Q. And those services are provided by GEO under</p> <p>25 the services - under the current contract between GEO</p>	<p style="text-align: right;">Page 51</p> <p>1 wouldn't say they're the same. I mean they're -</p> <p>2 they're -- They are the same topic.</p> <p>3 BY MR. CHAREST:</p> <p>4 Q. Do you -- When you audit for - to conform -</p> <p>5 to confirm GEO performance under the agreement between</p> <p>6 GEO and ICE as it pertains to Adelanto do you use the</p> <p>7 applicable PBNDS or do you use the statement of work?</p> <p>8 A. We would use both.</p> <p>9 Q. And also the contract itself, I suppose; is</p> <p>10 that right?</p> <p>11 A. Yes. We would look at all the documents.</p> <p>12 Q. Okay, you just haven't done that because you</p> <p>13 don't - you've not actually looked at the contract or</p> <p>14 the statement of work, right?</p> <p>15 A. So what --</p> <p>16 Q. Isn't that true, right?</p> <p>17 A. I'm sorry.</p> <p>18 Q. You've done -- You've not looked at either of</p> <p>19 those documents, you personally --</p> <p>20 A. No.</p> <p>21 Q. -- have not looked at either --</p> <p>22 MS. ARMSTRONG: Objection.</p> <p>23 BY MR. CHAREST:</p> <p>24 Q. -- one, right?</p> <p>25 MS. ARMSTRONG: Vague.</p>
<p style="text-align: right;">Page 50</p> <p>1 and ICE as pertains to Adelanto, correct?</p> <p>2 A. Yes.</p> <p>3 Q. All right. All right, flip, if you would, to</p> <p>4 page eight of fourteen of the statement of work. The -</p> <p>5 it's VII is the header for the Detainee Work Program.</p> <p>6 Is -- Have you reviewed the statement of work under the</p> <p>7 current direct agreement between GEO and ICE as pertains</p> <p>8 to Adelanto with respect to the detainee work program?</p> <p>9 A. No. I have told you before I haven't seen</p> <p>10 that document, the direct contract.</p> <p>11 Q. Or even that subsection?</p> <p>12 A. No.</p> <p>13 Q. Not in preparation for this deposition?</p> <p>14 A. No.</p> <p>15 Q. You didn't see it?</p> <p>16 Are these to your understanding are the -- Do</p> <p>17 you see any difference in your mind between what's set</p> <p>18 out in the statement of work and what's set out in the -</p> <p>19 in the applicable PBNDS for Adelanto or in your mind are</p> <p>20 they the same?</p> <p>21 MS. ARMSTRONG: Objection, calls for a legal</p> <p>22 conclusion.</p> <p>23 THE WITNESS: I mean there are different</p> <p>24 documents. The standard is, you know, a multiple</p> <p>25 page document. This is half a page, so I mean I</p>	<p style="text-align: right;">Page 52</p> <p>1 THE WITNESS: No.</p> <p>2 BY MR. CHAREST:</p> <p>3 Q. I'm saying right and you're saying no but</p> <p>4 we're agreeing with each other.</p> <p>5 MS. ARMSTRONG: Objection, vague.</p> <p>6 BY MR. CHAREST:</p> <p>7 Q. Is it true to say that you have never looked</p> <p>8 at the agreement between GEO and ICE as pertains to</p> <p>9 Adelanto?</p> <p>10 MS. ARMSTRONG: Objection, vague --</p> <p>11 THE WITNESS: I have not looked at the</p> <p>12 direct --</p> <p>13 MS. ARMSTRONG: Give me a chance to finish.</p> <p>14 And misstates prior testimony.</p> <p>15 THE WITNESS: So no.</p> <p>16 BY MR. CHAREST:</p> <p>17 Q. Is it true that you've not looked at the</p> <p>18 document?</p> <p>19 MS. ARMSTRONG: Objection. Same objection.</p> <p>20 THE WITNESS: It is true that I have not</p> <p>21 looked at the document, yes.</p> <p>22 BY MR. CHAREST:</p> <p>23 Q. Okay. All right, so -- And it's also true</p> <p>24 that you have not looked at the statement of work that's</p> <p>25 associated with the agreement between GEO and ICE as</p>

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<p>1 pertains to Adelanto, the current one, right?</p> <p>2 MS. ARMSTRONG: The same objection.</p> <p>3 THE WITNESS: Correct.</p> <p>4 BY MR. CHAREST:</p> <p>5 Q. You've certainly looked at the voluntary work</p> <p>6 program standards in the PBNDS 2011 revision and 2016,</p> <p>7 right?</p> <p>8 A. Yes. I'm familiar with this.</p> <p>9 Q. Okay, so the three sources that drive your</p> <p>10 audit you're only actually familiar with one of the</p> <p>11 documents; is that right?</p> <p>12 MS. ARMSTRONG: Objection, misstates prior</p> <p>13 testimony, vague.</p> <p>14 THE WITNESS: I'm only familiar with this</p> <p>15 document, yes.</p> <p>16 BY MR. CHAREST:</p> <p>17 Q. And you put your hand on Exhibit Two which is</p> <p>18 revision 2016 of the 2011 PBNDS, right?</p> <p>19 A. Yes. The document you've given me marked as</p> <p>20 Exhibit Two.</p> <p>21 Q. Thank you.</p> <p>22 Am I right to understand that all detainee</p> <p>23 work programs must be voluntary?</p> <p>24 A. Being voluntary is - is absolutely part of the</p> <p>25 standard, yes.</p>	<p>Page 53</p> <p>1 immediate living area.</p> <p>2 Q. Right. That's detainee housekeeping that is</p> <p>3 not voluntary, it's mandatory, correct?</p> <p>4 A. Every detainee is, you know, what shall I say,</p> <p>5 expected to do that, yes.</p> <p>6 Q. Not just expected, required, right?</p> <p>7 A. The same thing, yes.</p> <p>8 Q. Well, I'm not sure it's the same thing because</p> <p>9 I can expect that you might do something but I can't</p> <p>10 make you do something. In this case GEO will make the</p> <p>11 detainee do those things without pay, correct?</p> <p>12 A. No. It's not compensated as I understand it,</p> <p>13 no.</p> <p>14 Q. I said without pay, sir.</p> <p>15 A. Yeah.</p> <p>16 Q. So let's make sure we hear each other. GEO</p> <p>17 not - doesn't just expect the detainees to do those four</p> <p>18 things but requires the detainee to do those four things</p> <p>19 without pay, correct?</p> <p>20 A. Those things are not part of the voluntary</p> <p>21 work program. Those are as you would say expect -</p> <p>22 responsible, whatever word you use.</p> <p>23 Q. Required?</p> <p>24 A. Required, yes. They are required to do that.</p> <p>25 Q. Without pay?</p>
<p>1 Q. Right.</p> <p>2 The exception to the voluntary work is that</p> <p>3 detainees can be required to clean local - I would call</p> <p>4 it local but like their houses or their -- Let me not</p> <p>5 guess. It's right here.</p> <p>6 Sorry. I had to cheat where I just pulled it</p> <p>7 out.</p> <p>8 Here it is.</p> <p>9 So in terms of the voluntary nature, work</p> <p>10 assignments are voluntary except when required to do</p> <p>11 personal housekeeping, and that's a specific list of</p> <p>12 four things within the PBNDS, correct?</p> <p>13 A. There is a list of detainee housekeeping</p> <p>14 responsibilities in the PBNDS, yes.</p> <p>15 Q. And that's not voluntary, that's mandatory</p> <p>16 whether or not the detainee wants to do it? They're</p> <p>17 required to make their bunks, stack loose papers, keep</p> <p>18 the floor free of debris and dividers free of clutter</p> <p>19 and refrain from hanging draping clothing, pictures,</p> <p>20 keepsakes or other objects from beds, overhanging light</p> <p>21 fixtures or other furniture, correct?</p> <p>22 A. Yes. I mean assuming you've read that</p> <p>23 accurately, yes, that's what they're responsible for.</p> <p>24 Q. Right, and that's not voluntary?</p> <p>25 A. No. That is detainee housekeeping in their</p>	<p>Page 54</p> <p>1 A. Yes.</p> <p>2 Q. Okay, all other work should be both voluntary</p> <p>3 and paid; is that correct?</p> <p>4 MS. ARMSTRONG: Objection, vague.</p> <p>5 THE WITNESS: I don't know precisely what you</p> <p>6 mean by that.</p> <p>7 BY MR. CHAREST:</p> <p>8 Q. Okay, if the detainee is doing any other work</p> <p>9 other than cleaning up their personal housekeeping area</p> <p>10 the detainee only works if the detainee volunteers to do</p> <p>11 so and if the - if the detainee volunteers to do so the</p> <p>12 detainee gets paid; is that right?</p> <p>13 A. So detainees who participate in the voluntary</p> <p>14 work program, and it's detailed with some, you know,</p> <p>15 specificity in the standard in terms of the types of</p> <p>16 jobs, the hours, et cetera, so detainees who participate</p> <p>17 in the voluntary work program and voluntary being</p> <p>18 important, those folks get paid for that work, yes.</p> <p>19 Q. Okay, are there any situations at Adelanto</p> <p>20 where a detainee will be doing work for GEO that is</p> <p>21 either not personal housekeeping -- Not either. Let me</p> <p>22 do it again.</p> <p>23 Are there any situations where a detainee will</p> <p>24 be doing work for GEO that is not personal housekeeping</p> <p>25 and not paid?</p>

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<p>1 MS. ARMSTRONG: Objection, vague.</p> <p>2 THE WITNESS: So if I understand your</p> <p>3 question, there is a binary choice here where are</p> <p>4 you either talking about detainee housekeeping</p> <p>5 responsibilities that as you said are required and</p> <p>6 not paid or there's participation in the voluntary</p> <p>7 work program. As I understand it those are the</p> <p>8 only two circumstances.</p> <p>9 BY MR. CHAREST:</p> <p>10 Q. And so if you're not doing personal</p> <p>11 housekeeping if you're in the voluntary work program you</p> <p>12 are, A, a volunteer and, B, going to be paid in some</p> <p>13 form or fashion, correct?</p> <p>14 A. As I understand it there's a process to - to</p> <p>15 apply, sort of as a proactive approach a detainee takes</p> <p>16 to get into the voluntary work program. There's a</p> <p>17 clearance process, there's a suitability process so, you</p> <p>18 know, assuming folks successfully meet that process they</p> <p>19 are in the program and therefore they're entitled to the</p> <p>20 compensation and other benefits assuming there are, you</p> <p>21 know, some in terms of learning a trade, et cetera as</p> <p>22 part of the voluntary work program. Those are the only</p> <p>23 two things that I understand exist.</p> <p>24 Q. Okay, the only two things being the personal</p> <p>25 housekeeping unpaid required and the voluntary work</p>	<p>1 MS. ARMSTRONG: Objection, calls for a legal</p> <p>2 conclusion.</p> <p>3 THE WITNESS: So again that's not the language</p> <p>4 that I would use to describe it. I don't know</p> <p>5 whose language that is. Again, you know,</p> <p>6 government contracting has some very precise terms</p> <p>7 that, you know, govern it so it's, you know, a</p> <p>8 contract agreement between the Agency and GEO.</p> <p>9 BY MR. CHAREST:</p> <p>10 Q. When you audit compliance with the contract</p> <p>11 between GEO and ICE do you focus on outputs, quality and</p> <p>12 outcome or do you focus on the means that are achieved</p> <p>13 to - means that are used to achieve the outputs, quality</p> <p>14 and outcome?</p> <p>15 A. I would think it would be both.</p> <p>16 Q. Do you think that the contract -- Do you audit</p> <p>17 how the contractor performs the work, how GEO performs</p> <p>18 the work?</p> <p>19 A. So if I understand your question, we have, you</p> <p>20 know, something that's called a post order, so it may</p> <p>21 say that the person who is, you know, doing a particular</p> <p>22 job is supposed to do a certain job in a certain way and</p> <p>23 at certain times, let's just say, so we would say is</p> <p>24 if - is that work getting done as we have described that</p> <p>25 we would do it internally.</p>
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<p>1 program paid voluntary, correct?</p> <p>2 A. Correct.</p> <p>3 Q. All right, as I want to do I jumped ahead of</p> <p>4 myself a little bit, so I'm going to have to backtrack a</p> <p>5 little bit more on to the contract.</p> <p>6 Is the current relationship between ICE and</p> <p>7 GEO at the Adelanto facility, is it now deemed as CDF</p> <p>8 where it was before an IGSA, I-g-s-a?</p> <p>9 MS. ARMSTRONG: Objection, calls for a legal</p> <p>10 conclusion.</p> <p>11 THE WITNESS: So it's my understanding there</p> <p>12 is now a direct contract. I think that acronym</p> <p>13 stands for Contract Detention Facility.</p> <p>14 BY MR. CHAREST:</p> <p>15 Q. Yes, sir, and that's what - that's now what -</p> <p>16 how Adelanto is considered, a contract detention</p> <p>17 facility; is that right?</p> <p>18 A. Again without having seen the actual</p> <p>19 agreement, but it's my understanding there's a contract</p> <p>20 between ICE and GEO.</p> <p>21 Q. And the performance-based contract that we've</p> <p>22 been talking about is a results oriented method of</p> <p>23 contracting that's focused on outputs, qualities and</p> <p>24 outcomes not necessarily the means to achieve those</p> <p>25 output, quality and outcomes; is that right?</p>	<p>1 Q. Sure. That's an internal GEO check in order</p> <p>2 to achieve the intended outcome under the - under the</p> <p>3 contract between GEO and ICE, correct?</p> <p>4 A. Again if I understand, in other words, ICE</p> <p>5 doesn't prescribe the way we do it, they want an</p> <p>6 expected outcome, but we would look at the outcome but</p> <p>7 then internally we would look at that we are doing the</p> <p>8 steps that we said we were going to do to achieve that</p> <p>9 outcome.</p> <p>10 Q. Do you know whether the current agreement is a</p> <p>11 firm fixed price contract?</p> <p>12 A. I don't know.</p> <p>13 Q. Does ICE control the manner of GEO's work at</p> <p>14 Adelanto, the methods that it uses to achieve the</p> <p>15 standards it hopes to achieve?</p> <p>16 A. I don't think I understand your question</p> <p>17 precisely.</p> <p>18 Q. Does ICE have any ability to directly control</p> <p>19 any of the work that's being done, the manner of the</p> <p>20 work that's being done at Adelanto?</p> <p>21 A. So ICE is physically co-located with GEO, in</p> <p>22 other words, there are maybe as many as, you know,</p> <p>23 probably even about maybe even a hundred ICE employees</p> <p>24 that are at the facility everyday with the GEO folks.</p> <p>25 The ICE folks don't supervise the GEO contracted folks.</p>

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<p style="text-align: right;">Page 61</p> <p>1 However, the ICE folks review all the local policies 2 that The GEO Group uses to do all the things that we've 3 talked about, all the various performance areas of the 4 contract, so I think you used the word control. The 5 answer is they don't supervise but they are aware and 6 approve of the methods that GEO uses to accomplish the 7 performance requirements of the standards in the 8 contract.</p> <p>9 Q. And that's done through periodic inspections 10 of the facility to ensure compliance with ICE's 11 standards, right?</p> <p>12 A. That would be one method, yes.</p> <p>13 Q. Okay, what other methods?</p> <p>14 A. Well, as I said, ICE is physically co-located 15 at the facility. There is an Assistant Field Officer 16 Director that is there that runs the inherently, you 17 know, Federal portion of - of what goes on at Adelanto. 18 You know, we are a service provider to ICE. It is - it 19 is their operation and, you know, they're not there 20 because of us, we're there because of them, if that 21 makes sense.</p> <p>22 Q. Sure.</p> <p>23 But given that the contract and your review of 24 the contract is performance-based is it your 25 understanding -- Well, if you know, and it may be beyond</p>	<p style="text-align: right;">Page 63</p> <p>1 if I - if I read it correctly, GEO assumed all of the 2 City's obligations and so my question there as to the 3 current agreement as far as you understand it has GEO 4 also assumed all of the service obligations under the 5 statement of work even though it may have subcontractors 6 for things?</p> <p>7 A. So I don't know precisely, but what I would 8 say is as I know generally a contract detention facility 9 is the four corners of the agreement and there is no 10 third-party like in an IGSA, so it would be logical for 11 me to assume, again it's not my responsibility to, you 12 know, parse the contract terms, but if there was a 13 material change that certainly would have been, you 14 know, relayed to me and so I would say it would be an 15 assumption but potentially a safe one.</p> <p>16 Q. Because you've not noted any operational 17 changes in the facility from one contract to the other, 18 right?</p> <p>19 A. Correct.</p> <p>20 Q. And your review of the contracts the manner in 21 which you audit the contracts has been the same from one 22 contract to the other, right?</p> <p>23 A. Well, so what you haven't asked me and I think 24 it's an important distinction is we update audit tools 25 on an annual basis because you can imagine --</p>
<p style="text-align: right;">Page 62</p> <p>1 your scope frankly as I'm learning your job better, 2 whether or not ICE has the ability to actually control 3 employ - GEO employees on site?</p> <p>4 MS. ARMSTRONG: Objection, misstates prior 5 testimony and vague.</p> <p>6 THE WITNESS: Yeah, I'm not the right person 7 to answer that question, but - but I would just say 8 that I don't think control is the - is the word, 9 the verb that I would use in this case because 10 again ICE is ultimately responsible for the 11 detainee. The detainees are in ICE's custody. GEO 12 is providing services around that framework, but 13 it's ICE's operation.</p> <p>14 BY MR. CHAREST:</p> <p>15 Q. It's ICE's operation that they're responsible, 16 but it's GEO's operation in the manner in which the 17 standards that ICE sets are met, correct?</p> <p>18 A. Yes. I think it's -- Yes.</p> <p>19 Q. Okay, and in terms of like the applicability 20 or the - I'm trying to marry what I learned through my 21 review of the services contract to what we are kind of 22 believing the current relationship is. You said the 23 statement of work you believed to be the same between 24 the original services contract and the current direct 25 contract between ICE and GEO. In the services contract,</p>	<p style="text-align: right;">Page 64</p> <p>1 Q. Fair.</p> <p>2 A. -- contracting could change with some speed, 3 so if there was a material change that was brought to my 4 attention we would obviously note that, but just in 5 terms of understanding and being able to compare apples 6 to apples we update audit tools once a year, so that 7 process happens in a way that lets us manage change and 8 again if there's some material intervening change we 9 would note that but we wouldn't, you know, review every 10 contract everytime there's an amendment otherwise the 11 audit tools would change so often we couldn't really 12 keep track.</p> <p>13 Q. Okay. Given all that sitting here today as 14 the person in charge of the auditing of the performance 15 by GEO under the agreement between GEO and ICE as 16 pertains to Adelanto you're not aware of any changes in 17 the standards of performance or scope of work between 18 the current performance and work that's being done and 19 the prior - the work and performance that was done under 20 the prior contract, right?</p> <p>21 A. I'm not aware of any changes, no.</p> <p>22 Q. Do you know when the new contract between GEO 23 and ICE came into effect?</p> <p>24 A. Not precisely. It was, you know, in the 25 recent past.</p>

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<p style="text-align: right;">Page 65</p> <p>1 Q. Recent past? Can you be more specific?</p> <p>2 A. Within the last two months I would say.</p> <p>3 Q. Okay.</p> <p>4 Was the City's termination of the -- Let me --</p> <p>5 Was there anytime when the services contract was not in effect before the new contract came into effect? Like</p> <p>6 is there a bridge of some sort between the two? Do you</p> <p>7 know?</p> <p>8 A. I don't know precisely. I know that there was no what I'll say is a gap in operations at Adelanto.</p> <p>9 Q. Okay, so -- And no gap or change in the performance or policies that were in place or anything like that from between the services contract, any gap in contracting if any existed in the current contract; is</p> <p>10 that right?</p> <p>11 A. I'm not aware of any changes, no.</p> <p>12 Q. Okay. All right, let's talk -- Do you know why Adelanto terminated its agreement?</p> <p>13 A. Only what I've read in the news. I don't know -- I have no idea really why.</p> <p>14 Q. What did you read in the news?</p> <p>15 A. Just that there was, you know -- Well, let's put it this way: I mean California has a perspective as</p> <p>16 I understand, you know, they're entitled to about</p> <p>17 immigration detention and I think it was a decision that</p>	<p style="text-align: right;">Page 67</p> <p>1 only the manager of that we don't own the property. It may have very little impact on the way I audit because</p> <p>2 the title of the real property is not relevant to my</p> <p>3 audit.</p> <p>4 Q. Okay, is there -- Do you know anything about whether or not there is a Congressional mandate or a</p> <p>5 statutory mandate for entering into a direct agreement</p> <p>6 between GEO and ICE for the facility?</p> <p>7 If you don't know you just tell me you don't</p> <p>8 know and we'll move on, but if you know --</p> <p>9 A. A Congressional mandate, no, I don't know.</p> <p>10 Q. Okay. Let's talk about the voluntary work</p> <p>11 program in a little more detail and just what I've done</p> <p>12 is I've taken out the four pages. It's just easier to</p> <p>13 handle. If you want to do the same thing so you don't</p> <p>14 have to deal with that big chunky thing, that's fine</p> <p>15 with me. It starts at page 405 and it's Section 5.8 of</p> <p>16 the Performance-Based National Detention Standards 2011,</p> <p>17 revision 2016.</p> <p>18 Are you with me?</p> <p>19 A. Give me one moment here.</p> <p>20 So I have pages 405 to 409.</p> <p>21 Q. Good. That's where I'm looking as well, and</p> <p>22 just to be clear just because I'm pointing to you, if</p> <p>23 you need to refer to any other part of the PBNDS feel</p>
<p style="text-align: right;">Page 66</p> <p>1 it wasn't something they were interested in doing anymore.</p> <p>2 Q. They weren't thinking it was making America great anymore? I'm not being funny, I'm not trying to be a jerk, but that was - there -- Was there a change in policy at the City of Adelanto?</p> <p>3 A. I have no idea.</p> <p>4 Q. Okay, did - was there any kind of buyout that was given to the City of Adelanto to walk away from the services, the - the IGSA?</p> <p>5 A. I have no idea.</p> <p>6 Q. Are you aware of whether or not GEO actually purchased the facility from the City at some point in time?</p> <p>7 A. I believe it is an owned facility. I've not seen the - the title of the property, but I believe it's an affiliate that GEO owns, yes.</p> <p>8 Q. Do you know where GEO acquired this facility from? From whom?</p> <p>9 A. I honestly don't know, actually. If it was the City that could be found. I don't know whether someone else -- I don't know.</p> <p>10 Q. That doesn't pertain to your - your evaluation of performance, I guess, who actually owns the facility?</p> <p>11 A. Well, there are some facilities that GEO is</p>	<p style="text-align: right;">Page 68</p> <p>1 free. I'm not -- So my questions aren't necessarily limited to these four pages, but I - as I understand it this is the four pages that address fundamentally the voluntary work program. We talked about it a little bit already, but I want to understand, make sure that we're on the same page of how to interpret this particular document.</p> <p>2 Do you know the source of the PBNDS?</p> <p>3 A. It's from ICE, the Agency.</p> <p>4 Q. Okay, so ICE, this is ICE saying these are the standards we want you vendors to achieve if we invoke this particular standard? Is that fair?</p> <p>5 A. Yeah, assuming this is the applicable standard in the agreement then, yes, it would be these standards.</p> <p>6 Q. And to your understanding as the person that audits the existing agreement between ICE and GEO at the Adelanto - the Adelanto facility, this Exhibit Two which is the 2016 revision is the applicable standard, right?</p> <p>7 MS. ARMSTRONG: Objection, misstates prior testimony.</p> <p>8 THE WITNESS: So again I haven't seen the new document but, yes, it's my understanding it is the 2016 version of the 2011 Performance-Based National Detention Standards, yes.</p> <p>9 BY MR. CHAREST:</p>

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<p style="text-align: right;">Page 69</p> <p>1 Q. Is what currently covers the agreement between 2 ICE and GEO at Adelanto? 3 A. It is -- 4 MS. ARMSTRONG: Objection, vague. 5 THE WITNESS: -- my understanding, yes. 6 BY MR. CHAREST: 7 Q. Okay. All right, must a vendor like GEO have 8 a voluntary work program at all? 9 MS. ARMSTRONG: Objection, calls for 10 speculation. 11 THE WITNESS: As I understand it this is a - 12 these standards are mandatory, so GEO has no 13 discretion in whether or not to have a voluntary 14 work program, so if the PBNDS 2011 version 2016 are 15 the operative standards this is a requirement, yes. 16 BY MR. CHAREST: 17 Q. Okay, so the -- When we talk about the way 18 these standards are broken out and you're - since you're 19 the one that audits compliance with these standards, 20 maybe you can teach me a little bit, the - they have a 21 familiar form through all of them. The first Roman is 22 Purpose and Scope, the second is Expected Outcomes, the 23 third is Standards Affected, the fourth is References, 24 the fifth is Expected Practices, correct? 25 A. Yes. That's the way this is organized, yes.</p>	<p style="text-align: right;">Page 71</p> <p>1 if - when you say mandatory you mean having the program 2 or participating -- 3 Q. Yeah. 4 A. -- in the program? 5 Q. We're missing each other. Let me restate it. 6 A. Okay. 7 Q. With respect to the relationship between ICE 8 and the vendor, is the vendor at - does the vendor have 9 discretion as to whether or not to have a voluntary work 10 program or must the vendor have a voluntary work 11 program? 12 A. If the contract incorporates this set of 13 standards this - you know, the work under this standard 14 is mandatory. The contractor has no discretion. 15 Q. Well, does the contractor actually have to 16 make any jobs available to detainees? Can they just 17 make zero jobs available? 18 MS. ARMSTRONG: Objection, calls for 19 speculation, vague. 20 THE WITNESS: So it's my understanding, no, 21 the - this makes it very clear what the vendor is 22 required to do and that is not optional. It is 23 mandatory. 24 BY MR. CHAREST: 25 Q. So the first expected outcome is that</p>
<p style="text-align: right;">Page 70</p> <p>1 Q. And not just this, not the voluntary, not just 2 the voluntary work program but all of the standards have 3 that same format, right? 4 A. Yes. 5 Q. Okay, so the first one is purpose of scope, 6 why are we doing this, right? The second one is 7 expected outcomes, so when we're talking about 8 performance-based contracts like this am I right to 9 understand that you as the auditor want to make sure 10 that the expected outcomes are the things that are 11 achieved through whatever operations the vendor has at 12 the location? 13 A. We would create questions related to the 14 expected outcomes in this standard and others. There 15 are some that are, you know, sort of what I'll say is 16 auditable in a very obvious way, there's a review of 17 documents and some, you know, obviously not as readily 18 auditable, but we - we do our best. 19 Q. Okay, are you involved in the decision in the 20 determination as to whether or not the voluntary work 21 program is mandatory or discretionary on behalf of the 22 vendor or do you just take it as, look, there is a 23 program, therefore it must comply with the standards? 24 A. So just making sure I understand your 25 question, the voluntary work program is voluntary, so</p>	<p style="text-align: right;">Page 72</p> <p>1 detainees may have opportunities to work and earn money 2 while confined, right? 3 A. Uh-huh. (Affirmative response). 4 Q. The may -- I mean you're a lawyer. You 5 understand that that's not mandatory, right? It's 6 optional, right? 7 A. So the other -- I do know that may is not 8 mandatory, yes. 9 Q. Okay, if you have something else you want to 10 tell me, go ahead. 11 A. Well, I'll let you ask the questions. 12 Q. What's on your mind? I want to know what 13 you're thinking. 14 A. Go ahead, sir. 15 Q. Well, tell me what you're thinking. 16 MS. ARMSTRONG: Objection. 17 He's asked you to - answered the question and 18 told you. 19 BY MR. CHAREST: 20 Q. What were you about to say? That's my 21 question. 22 A. It's better for you to ask me questions. 23 Q. That's not a fair answer to my question. 24 All right, the - in the first Roman numeral -- 25 Sorry -- The first Arabic numeral after II it says,</p>

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<p style="text-align: right;">Page 73</p> <p>1 "Detainees may have opportunities to work and earn money 2 while confined subject to the number of work 3 opportunities available and within the constraints of 4 safety, security and good order of the facility." What 5 sets the number of work opportunities available? How 6 does the vendor know where to set that number? 7 A. So I think it's important to note that while 8 the standard addresses the voluntary work program, there 9 would be other references to this in the contract and 10 this would be one part of it, but you'd have to sort of 11 look at the four corners of the agreement and, you know, 12 to I think have necessarily a scope of whether it's in a 13 statement of work or it could be other places. 14 Q. Well, let's look at the statement of work and 15 see what it says about that issue. 16 So statement of work I'm referring you to 17 Exhibit One and it's Appendix A, page eight of fourteen 18 on the statement of work, and if you want the Bates I 19 can give it to you. It's GOWER-GEO 0000538. 20 A. I don't -- Well, go ahead. 21 Q. Yes, so my question is still how does the 22 vendor know the number of work opportunities to make 23 available under the voluntary work program? 24 A. I don't know that there's any specificity here 25 either. There must be a document that prescribes that</p>	<p style="text-align: right;">Page 75</p> <p>1 A. So I believe it would be jobs in the kitchen, 2 in sanitation, it could be the barber shop, those types 3 of jobs. 4 Q. Any other? 5 A. I don't know. I -- There may be, but not off 6 the top of my head. 7 Q. Okay, and when you answered my question to get 8 to those, that list of three types of jobs you said I 9 think we would look at the types of jobs, so that 10 suggests to me that you're not really sure what you're 11 looking at. Are you sure what - what you, the auditor 12 are looking at to ensure compliance with the work 13 opportunities making - being made available, the type of 14 opportunities? 15 A. What do you mean by being sure? 16 Q. Well, the - what standard do you apply to - 17 to assess performance of the voluntary work program 18 vis-a-vis the number of work opportunities being made 19 available? 20 A. Well, again I think as I said the standard 21 sort of gives some basic, you know, options for what 22 folks could and couldn't do. Again I'm not responsible 23 for the Adelanto facility operations day-to-day. We 24 would obviously do our due diligence prior to going 25 there and - and making sure that all our questions were</p>
<p style="text-align: right;">Page 74</p> <p>1 in some level of detail. It's not in these two places. 2 Q. Okay, so have you ever seen a document that 3 prescribes the number of work opportunities available at 4 the Adelanto facility? Adelanto facility. 5 A. No, I've not seen a document that describes 6 how many opportunities and what number, no. 7 Q. Do you know how many work opportunities are 8 made available at the Adelanto facility? 9 A. No. 10 Q. Do you have any -- When you're doing your 11 auditing of the performance of GEO at the Adelanto 12 facility -- I think I'm mangling that - that word 13 everytime I say it. Adelanto. I think I got it right. 14 I just -- All right, when you're doing your job and 15 auditing GEO's performance under the applicable 16 agreement for the Adelanto facility do you ever inquire 17 about the number of work opportunities made available? 18 A. So again I don't have the audit questions 19 memorized, but I believe we would sort of start at the 20 what I'll say is the top level which would be is there a 21 voluntary work program and then we would dive into a 22 little more specificity as to what types of jobs are 23 available, but the amount of them I don't know that we 24 would sort of audit that precisely. 25 Q. Okay, what types of jobs are available?</p>	<p style="text-align: right;">Page 76</p> <p>1 applicable. 2 Q. So you said what folks could and couldn't do. 3 I think what you're talking about is what the vendor GEO 4 can and cannot do under the agreement; is that right? 5 A. No. I mean what the vendor can do under the 6 standard -- 7 Q. Okay. 8 A. -- or the statement of work. 9 Q. Or the agreement? 10 A. The larger agreement. 11 Q. Right. 12 A. If -- 13 Q. Okay. 14 A. -- that makes sense. 15 Q. So are you telling -- I just - I'll just ask a 16 more direct question, I guess. Does GEO audit in terms 17 of ensuring compliance with its obligations to ICE under 18 the agreement as pertains to Adelanto the number of work 19 opportunities made available or not? 20 A. The quantity I don't know. 21 Q. Okay, if the person responsible for operations 22 at Adelanto said we will make zero opportunities 23 available, is that a violation of the standards as you 24 understand them? 25 A. If the contract and standard - standards</p>

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<p style="text-align: right;">Page 77</p> <p>1 require having a voluntary work program, again I - it 2 would not be up to me and I don't know, but I don't 3 think zero would be an expected result. 4 Q. The presumption there being that program is 5 mandatory vis-a-vis the vendor, that the vendor must 6 have a program, right? 7 A. Yes. 8 Q. And you don't know that to be true? That's 9 just a presumption you make, right? 10 A. I know the standard is applicable at Adelanto 11 and I - and I don't think a reasonable understanding of 12 what a program would mean. A program with zero 13 opportunities isn't really a program. 14 Q. Okay, how about if the people responsible for 15 operations at Adelanto said one hundred percent of the 16 work done at this facility is done through the voluntary 17 work program? 18 MS. ARMSTRONG: Objection, calls for speculation. 20 BY MR. CHAREST: 21 Q. Is that compliant? 22 MS. ARMSTRONG: Calls for speculation and vague. 24 THE WITNESS: Again when you say a hundred percent of work, a hundred percent of what work?</p>	<p style="text-align: right;">Page 79</p> <p>1 A. So I -- Again I honestly don't know precisely 2 how that's set up whether it's done by the local office, 3 I don't know precisely where that number would be, but 4 it is an agreement between ICE and the vendor and then 5 the vendor performs to what ICE wants. 6 Q. Okay, now the next - the next bullet point 7 on - the next numerical entry under II is that, 8 "Detainees shall be able to volunteer for work 9 assignments but otherwise shall not be required to work 10 except to do personal housekeeping," and we - you and I 11 talked about that kind of relationship already. The 12 work that they're going to be volunteering for though is 13 described -- So there's another -- Let me back up. I'm 14 not making a good question here. 15 The next entry, number three is, "Essential 16 operations and services shall be enhanced through 17 detainee productivity," so when we're talking about 18 essential operations and services, what are we talking 19 about there? Is that the services that GEO provides to 20 meet the standards that ICE sets? 21 A. My interpretation of that is the work should be meaningful and not waste people's time. 23 Q. So the actual words are that -- I appreciate that. 25 The actual words are, "Essential operations</p>
<p style="text-align: right;">Page 78</p> <p>1 BY MR. CHAREST: 2 Q. All work. Every single thing, guards, staff. 3 Everybody. 4 A. No. 5 Q. That wouldn't comply, right? So there -- 6 A. I don't know whether it would comply or not. 7 It doesn't make sense on its face. 8 Detainees could -- I think what you're saying 9 is could detainees run the facility and I think the 10 answer's no. 11 Q. Well, would that be a violation of the 12 voluntary work program or would that be just some other 13 problem? 14 Do you see my point? I'm trying to understand 15 the book end, if any, what standards are applied to 16 interpret this Section 5.8 of the PBNDS. 17 A. I think what you have to understand is we 18 are - GEO is responsible for implementing this program. 19 Now it is possible that no detainee could 20 participate, so that could be zero, but the 21 opportunities have to be provided. That's mandatory and 22 the vendor has no discretion. 23 Q. Okay, and is the number of opportunities to 24 your understanding something that's left to the 25 discretion of the vendor or is that mandated by ICE?</p>	<p style="text-align: right;">Page 80</p> <p>1 and services shall be enhanced through detainee 2 productivity," and what you're saying is we're not just 3 going to have the detainees break rocks or do something 4 or running on a treadmill that makes no - that makes no 5 advances, no interests. We want them to work on 6 something that enhances the operations and services that 7 we, GEO, are providing, correct? 8 A. Yeah. It's supposed to be meaningful. I 9 don't know that those are the two options I would have 10 chosen but, no, I don't think we would need to waste 11 people's time. 12 Q. Not just meaningful. The work must enhance 13 the operations and services that GEO is providing at the 14 facility, correct? 15 A. It can't be disruptive. 16 Q. Right. It's not a negative force, it's an 17 additive force but added to the work that GEO was 18 already doing at the facility, right? 19 A. No. 20 Q. No? What do you mean no? 21 A. No. The GEO people are completely separate. 22 Q. So take, for example, the barber shop, all 23 right? Is there a GEO paid barber and a detainee barber 24 that's sitting next to each other? 25 A. I have no idea. I don't know.</p>

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1 Q. Well, when you say they're completely 2 separate, is there a staff paid and employed barber by 3 GEO? 4 A. I don't know. 5 Q. Okay, so if there's not then they're not 6 completely separate, right? Because if the only barber 7 that works at Adelanto is a detainee working through the 8 voluntary work program that's not separate necessarily, 9 it's enhancing the service that GEO is providing? 10 MS. ARMSTRONG: Objection, misstates prior 11 testimony. 12 THE WITNESS: This is a better way to look at 13 it: GEO provides for all detainee welfare, food, 14 hygiene, et cetera, so if there was no detainee 15 barber then we would obviously have people's hair 16 cut, right? 17 BY MR. CHAREST: 18 Q. Right. 19 A. So the thing is what they wouldn't do is again 20 I said in terms of meaningful or waste people's time, 21 there wouldn't be a detainee trimming like the hair off 22 a doll, so it has to sort of enhance would be sort of 23 meaningful work, if that makes sense. 24 Q. It does actually make a lot of sense and I 25 appreciate your distinction because I think you fixed --	1 A. I can't. 2 Q. Okay, so if say ten people, ten detainees are 3 working in the kitchen to provide the meals for the - 4 for the population in the facility at Adelanto, those 5 are - that's ten people that are providing services 6 through GEO for the population, right? 7 MS. ARMSTRONG: Objection, calls for 8 speculation, compound and vague. 9 THE WITNESS: So, no. They're not through 10 GEO -- 11 BY MR. CHAREST: 12 Q. Okay. 13 A. -- because they're not GEO employees. 14 Q. Okay, let's -- You say that and we'll be real 15 careful about what you're willing to say and what you're 16 not willing to say. 17 Are you saying that you know for a fact as a 18 matter of law that these people are not GEO employees or 19 is that just a position you believe to be true? 20 A. I know that they are not GEO employees as I - 21 as I am a GEO employee, so - so I - they're not GEO 22 employees. 23 Q. Okay. 24 A. As a matter of fact. I don't know whether as 25 a matter of law --
1 We're on the same page now, I guess. Let me make sure 2 of that. 3 Pursuant to the agreement between GEO and ICE 4 for the Adelanto facility GEO's obligation is to provide 5 one hundred percent of the needs and services for the 6 detainee population, right? 7 A. Yes. 8 Q. Okay, GEO achieves that in part through the 9 use of detainee work through the voluntary work program, 10 right? 11 A. At ICE's direction, yes. 12 Q. Yeah. At whoever's direction it's a fact 13 that's what happens, right? 14 A. Yeah. It's required by the standard. 15 Q. Sure. 16 And so if -- And the jobs that we've 17 identified so far are kitchen work, sanitation and 18 barber shop. There are probably other types of work, 19 right, that are just not coming to mind? 20 A. Laundry is another one that comes to mind. 21 Q. Great. 22 Anything else? 23 A. That's - that popped in there. That's my - my 24 list for now. 25 Q. Okay, you can't think of any others?	1 Q. Sure. 2 A. -- but as a matter of fact. 3 Q. We'll get to that in a bit. That's okay. 4 MS. ARMSTRONG: I'd like to take a break when 5 we have a minute. 6 MR. CHAREST: Yeah, if you want to go now we 7 can go now. 8 MS. ARMSTRONG: Okay. Sure. Thanks. 9 THE VIDEOGRAPHER: We are going off the video 10 record 10:42 a.m. 11 (Whereupon, there was a brief recess observed) 12 THE VIDEOGRAPHER: We are back on the video 13 record 11:03 a.m. 14 BY MR. CHAREST: 15 Q. All right, welcome back, sir, from the break. 16 Before we split we were talking about the, I 17 guess, interplay between the detainees and the voluntary 18 work program and the services provided by GEO and you 19 said that GEO provides one hundred percent of the 20 services and meets one hundred percent of the needs for 21 the facility, for the detainees in the facility. If 22 there are ten people that are detainees that are working 23 in the kitchen through the voluntary work program and 24 either they - there were none available because there 25 was none that were qualified or none that volunteered
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<p style="text-align: right;">Page 85</p> <p>1 GEO would have to fill those slots with other workers to 2 do the work; is that right?</p> <p>3 MS. ARMSTRONG: Objection, calls for 4 speculation.</p> <p>5 THE WITNESS: GEO is responsible for providing 6 meals, so GEO would be responsible for, you know, 7 feeding the detainees. How they would do it, I 8 don't know. I mean they certainly could just buy 9 food prepared so, you know, you could take it to a 10 completely different method.</p> <p>11 BY MR. CHAREST:</p> <p>12 Q. Fair, and that's within GEO's discretion on 13 how to achieve the standard of providing the meal, 14 right?</p> <p>15 A. Right. I mean it is required to have the 16 meals. The method of preparation is not prescribed.</p> <p>17 Q. Okay, but whether the labor that's supplied 18 through the voluntary work program is replaced by other 19 civilian labor or through the acquisition of prepared 20 goods that don't require the labor, GEO would have to 21 either procure the additional labor or those additional 22 goods in order to provide the services it's required to 23 provide in the absence of detainee work through the 24 voluntary work program, right?</p> <p>25 MS. ARMSTRONG: Objection, calls for</p>	<p style="text-align: right;">Page 87</p> <p>1 GEO would somehow have to decide how to do those 2 things. It's a meeting of the minds in the 3 contract that happened well before you're sort of 4 at the facility with those issues.</p> <p>5 BY MR. CHAREST:</p> <p>6 Q. There's two parts to that that I want to 7 address. The first is the - I don't think you said I'm 8 wrong and so let's just - let's do that first.</p> <p>9 If the work that is intended to be performed 10 by the detainees through the voluntary work program is 11 not available the vendor, GEO must nevertheless achieve 12 the result whether through the addition of non-detainee 13 work or the acquisition of the end product of that work 14 or some other form. I'm not saying - there's not just 15 those two. The vendor has to do something to achieve 16 the standard nonetheless, correct?</p> <p>17 A. GEO would still be responsible for the 18 expected outcome, but they certainly would have a 19 conversation with the Agency if the underlying 20 assumption in the contract that the Agency required 21 changed so, you know, it would be, you know, obviously a 22 multilayered approach.</p> <p>23 Q. Okay, so -- Well, let's do - let's do the one 24 thing first and then we'll do the second thing second, 25 okay?</p>
<p style="text-align: right;">Page 86</p> <p>1 speculation.</p> <p>2 THE WITNESS: So again as we talked about, 3 the - GEO's responsible for certain outcomes. The 4 contract requires deliverables in the standards. 5 Precisely how that would be done, you know, it 6 would vary.</p> <p>7 I think it's probably important to know that, 8 you know, if I understand your question you're 9 talking about, you know, a post award contract 10 that's actually in operation. You know, the 11 Federal contracting process has what I'll say is a 12 different portion. The Agency decides what the 13 staffing will look like and what functions will be 14 done by whom, so the Agency decided to have a 15 voluntary work program and say - let's just say to 16 use your example and have detainees in the kitchen 17 at some number, so it's not the vendor that decides 18 that. That's part of the Agency's request for 19 proposal process, it would be a part of the 20 discussion in the response to the Agency's request 21 for proposal, it would be a part of the discussion 22 about the staffing plan and so all that would be 23 agreed upon by the Agency at the - by the Agency's 24 requirements well before we got to a place that, 25 you know, that all of a sudden you had detainees or</p>	<p style="text-align: right;">Page 88</p> <p>1 The first thing is I'm right, GEO has to meet 2 its standards, right, with or without the detainee work?</p> <p>3 A. I wouldn't say GEO has to meet its standards. 4 GEO has to meet ICE's standards and ICE's contract 5 requirements, yes.</p> <p>6 Q. GEO has to meet the standards that ICE imposes 7 with or without detainee work, correct?</p> <p>8 A. Well, no in the sense that the voluntary work 9 program is a standard in itself --</p> <p>10 Q. Sure, but --</p> <p>11 A. -- so - so the answer is they would have to 12 meet all the other standards including the voluntary 13 work standard, so I would say --</p> <p>14 Q. But if no one volunteers and no one provides 15 voluntary work the work that the voluntary work program 16 would have supplied must nonetheless get done in order 17 for GEO to meet its other standards, right?</p> <p>18 MS. ARMSTRONG: Objection, calls for 19 speculation.</p> <p>20 THE WITNESS: I can answer it this way which 21 is to say if the voluntary work program has no 22 volunteers it does not let GEO not meet any of the 23 other standards.</p> <p>24 BY MR. CHAREST:</p> <p>25 Q. It does not what?</p>

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1 A. It does not let GEO not meet the rest of the 2 standards. 3 Q. Okay, so we're saying the same thing. Even in 4 the absence of volunteers under the voluntary work 5 program GEO must still meet the other standards in terms 6 of service provided to the detainees, correct? 7 A. Yes. 8 Q. Thank you. 9 All right, now let's pivot back to this notion 10 of the Agency decides that the staffing kind of I guess 11 I would say like kind of macro aspect of this - this 12 issue. Are you saying that frankly slightly contrary to 13 what you said earlier the number of work opportunities 14 that are made available is established by ICE through 15 some sort of staffing discussion that happens pre 16 contract? 17 A. I'm sorry if I - if you didn't understand what 18 I was trying to say before. What I'm saying is the 19 contract, there's a process that happens before a 20 contract is signed -- 21 Q. Okay. 22 A. -- and all of those details about the Agency's 23 requirements are discussed and agreed upon, so -- And 24 they're, you know, contracts. I know we have some 25 excerpts of documents here but, in other words, these	1 is something that's a matter of contract that is 2 addressed pre contract in the manner you're describing? 3 A. I believe, again not my area of expertise, not 4 my area of, you know, vocation at GEO, but I know there 5 is an agreement between the Agency and GEO. GEO does 6 not just unilaterally decide what we will do at a 7 facility at an ICE Processing Center, so obviously also 8 there are local folks on the ground. There's - there's 9 a work plan that each detainee gets as part of their 10 participation, so those things are given with greater 11 specificity in other documents that we haven't seen 12 today. 13 Q. So as I understand it Exhibit One is the 14 complete services contract, the agreement that predates 15 the current agreement between GEO and ICE pertaining to 16 Adelanto. Can you show me where in this document the 17 number of voluntary work program opportunities is set 18 out? 19 MS. ARMSTRONG: Objection, assumes facts not 20 in evidence. 21 THE WITNESS: I don't know if this is the 22 complete. Like I say I -- 23 BY MR. CHAREST: 24 Q. Yeah. 25 A. -- I'm familiar with this document, but I'm
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1 are voluminous documents, all right? So, you know, in 2 the various forms of the actual agreement, the full 3 scope of the agreement the Agency and the vendor would 4 have reached some agreement about the size and scope of 5 the entire facility operation including the voluntary 6 work program. 7 Q. All right. 8 A. So - so what I would say is, in other words, 9 it would be an agreed upon amount, if at all, right, as 10 part of the contracting process that started well before 11 the contract was signed and the facility was operating. 12 There's no ability for GEO unilaterally after the 13 contract is signed to do or not do something, you know, 14 because obviously they're under the agreement. 15 Q. You say it would be an agreed upon amount. 16 What is the agreed upon amount of what? 17 A. In other words, levels of things. It could be 18 as relates to, you know, transportation in terms of the 19 number of trips, even the size of the facility is 20 something that is obviously negotiated, so all of those 21 things are scalable is what I mean, so that's all part 22 of the agreement, including the number of GEO employees. 23 Q. Okay, is it your testimony, you're under oath, 24 that you believe that the number of work opportunities 25 that are made available under the voluntary work program	1 not -- You know, this is again not my area so, you know, 2 I - there - there must be someplace elsewhere it is, but 3 I don't know. 4 Q. So you've said now when we first talked about 5 it before the break you said you didn't know of any 6 source for the number of work opportunities. After the 7 break you have a new memory. That's fine. However that 8 works out it works out, and your current memory is you 9 think it's - that the number of work opportunities is 10 either expressly or implicitly determined by the number 11 of GEO staff which is a product of the contract. Am I 12 accurately describing what you're talking about? 13 MS. ARMSTRONG: Objection, misstates prior 14 testimony, argumentative. 15 THE WITNESS: Yeah, I don't think I 16 understand, and it's not a question of memory. I 17 want to make sure I'm being clear. I am not a 18 contracting expert. I am not familiar with the 19 entire terms of the contract at Adelanto or any of 20 the other contracts. It's not - it's not my job, 21 right? So what I will tell you is what I know 22 about Federal contracting is it's very detailed and 23 it is not the vendor's opportunity to decide the 24 amount of service it provides to the Agency, so I 25 think it would make sense, and again I don't know

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<p style="text-align: right;">Page 93</p> <p>1 whether this is the entire document, I take you at 2 your word, but again I'm not familiar with this in 3 any great level of detail, so -- And I don't know 4 that this is the entire record of the agreement 5 between ICE and GEO.</p> <p>6 BY MR. CHAREST:</p> <p>7 Q. Whether or not it is, if you as the person who 8 is responsible for auditing the contracts the 9 performance of the contract wanted to say, you know 10 what, I want to make sure that we're providing the 11 correct number of work opportunities available pursuant 12 to Section 5.8, II 1, where would you look?</p> <p>13 A. So again I don't know that we asked what I'll 14 say is the level. In other words, you - I think you 15 asked me about like the volume of opportunities.</p> <p>16 Q. The number.</p> <p>17 A. Right.</p> <p>18 Q. Literally from the standard.</p> <p>19 A. Right, so - so I don't know that that's a 20 question that we ask, so the answer's I don't know.</p> <p>21 Q. So do you know sitting here under oath that 22 the number of work opportunities is something that as 23 you suggested, but I'm guessing you don't actually know, 24 is prescribed by the Agency?</p> <p>25 MS. ARMSTRONG: Objection, misstates prior</p>	<p style="text-align: right;">Page 95</p> <p>1 day, so down to each position it has to be cleared 2 and approved by the Agency, that I know for a fact, 3 so the scalability of performing services has to be 4 agreed upon because the number of staff is in the 5 agreement.</p> <p>6 BY MR. CHAREST:</p> <p>7 Q. And from that you infer that the manpower 8 supplied through the voluntary work program must also be 9 mandated in some regard in order to deal with the - the 10 inflexibility of GEO employees, right?</p> <p>11 A. What I'm saying is, in other words, and as we 12 discussed before, GEO's responsible for meeting all of 13 the standards including the voluntary work program but 14 as it relates to all of the other detainee services so, 15 you know, it stands to reason if you have an agreement 16 about the existence of a voluntary work program and you 17 know you have a fixed amount of staff agreed to in the 18 contract, again without having put eyes on it myself I'm 19 reasonably sure it must be specified someplace, but 20 again it's not my area of expertise.</p> <p>21 Q. And also not something you actually know to be 22 true in fact?</p> <p>23 A. I have not seen it with my own two eyes, yes.</p> <p>24 Q. And therefore you don't know with personal 25 knowledge that it's true or not?</p>
<p style="text-align: right;">Page 94</p> <p>1 testimony.</p> <p>2 BY MR. CHAREST:</p> <p>3 Q. Do you know that to be true or not or are you 4 guessing?</p> <p>5 A. Let's put it this way: I don't know because I 6 have not seen it in writing myself --</p> <p>7 Q. Right.</p> <p>8 A. -- so it would be an assumption on my part.</p> <p>9 Q. Okay, so everything you said about the Agency 10 decides the level of staffing at least as pertains to 11 the number of work opportunities provided through the 12 voluntary work program you don't really know that to be 13 true, correct?</p> <p>14 MS. ARMSTRONG: Objection, misstates prior 15 testimony.</p> <p>16 THE WITNESS: I do know through the RFP 17 process and through the response to the RFP 18 process, request for proposal there is a meeting of 19 the minds in an agreement about staff and I know 20 that because to work at an ICE facility people have 21 to have a background check, so if Dan Ragsdale is 22 an employee of the vendor and has to work there, 23 every single person has to go through a process, so 24 GEO does not have any discretion to say we're going 25 to bring five people one day, ten people another</p>	<p style="text-align: right;">Page 96</p> <p>1 A. I do not have personal knowledge.</p> <p>2 Q. Okay, now do you know whether at Adelanto 3 there is a GEO employed barber?</p> <p>4 A. I don't know.</p> <p>5 Q. So if no detainees volunteer to be a barber, 6 do the folks just not get their hair cut that day?</p> <p>7 MS. ARMSTRONG: Objection, calls for 8 speculation.</p> <p>9 THE WITNESS: So I think we just discussed 10 like we used the example of food service.</p> <p>11 BY MR. CHAREST:</p> <p>12 Q. Right.</p> <p>13 A. The function still has to get done and GEO's 14 responsible for doing it. The method of which it gets 15 done as we talked about could be a couple of options, 16 but folks would get their hair cut whether there's a 17 detainee barber or not.</p> <p>18 Q. And who pays for that function getting done?</p> <p>19 MS. ARMSTRONG: Objection, calls for 20 speculation.</p> <p>21 THE WITNESS: So we are a government service 22 provider, so ICE is paying obviously for the 23 services.</p> <p>24 BY MR. CHAREST:</p> <p>25 Q. Does ICE pay more when folks don't volunteer</p>

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<p>1 for the work program or does GEO absorb that cost?</p> <p>2 A. So I - again not my area of expertise. In</p> <p>3 terms of billing I wouldn't know.</p> <p>4 What I know is there's an agreement and a</p> <p>5 contract in place and obviously there's a possibility to</p> <p>6 modify contracts, but again it's not my area of</p> <p>7 expertise in who pays for what.</p> <p>8 Q. You know full well that this is a fixed price</p> <p>9 contract, right?</p> <p>10 A. I do not know full well.</p> <p>11 MS. ARMSTRONG: Objection.</p> <p>12 BY MR. CHAREST:</p> <p>13 Q. You don't know?</p> <p>14 MS. ARMSTRONG: Argumentative.</p> <p>15 BY MR. CHAREST:</p> <p>16 Q. No?</p> <p>17 A. Again as I said not my area of expertise.</p> <p>18 Q. I'm not asking if you're an expert in whether</p> <p>19 or not it's a fixed price contract, but you're telling</p> <p>20 me here under oath that you don't know that this is a</p> <p>21 fixed price contract?</p> <p>22 MS. ARMSTRONG: Objection, asked and answered,</p> <p>23 argumentative.</p> <p>24 THE WITNESS: I don't know the nature of the</p> <p>25 agreement precisely, no.</p>	<p>1 tell me I don't know period --</p> <p>2 A. I don't know.</p> <p>3 Q. -- at all about the nature of the - of the</p> <p>4 payment terms under this contract, if you say I don't</p> <p>5 know at all about the nature of the payment terms under</p> <p>6 this contract under oath I'll leave you alone but</p> <p>7 without qualification.</p> <p>8 MS. ARMSTRONG: Objection.</p> <p>9 BY MR. CHAREST:</p> <p>10 Q. So what's your answer?</p> <p>11 MS. ARMSTRONG: Argumentative, asked and</p> <p>12 answered.</p> <p>13 Go ahead.</p> <p>14 THE WITNESS: I don't know.</p> <p>15 BY MR. CHAREST:</p> <p>16 Q. You don't know --</p> <p>17 MS. ARMSTRONG: I assume we're going to -- I</p> <p>18 think we need to move on.</p> <p>19 MR. CHAREST: You can object after I finish my</p> <p>20 question.</p> <p>21 BY MR. CHAREST:</p> <p>22 Q. You're stating under oath saying that you have</p> <p>23 no idea about the nature of the payment terms of this</p> <p>24 contract? Is that true?</p> <p>25 MS. ARMSTRONG: Objection, argumentative,</p>
<p>1 BY MR. CHAREST:</p> <p>2 Q. I'm not -- You see, you keep adding these</p> <p>3 qualifications precisely, expert. I don't want to know</p> <p>4 about that.</p> <p>5 Do you know at all whether or not this is a</p> <p>6 fixed price contract?</p> <p>7 MS. ARMSTRONG: Objection, asked and answered.</p> <p>8 You've now asked the same question three times and</p> <p>9 you just keep asking it because you don't like the</p> <p>10 witness' answer.</p> <p>11 THE WITNESS: So I told you before I have not</p> <p>12 seen the contract, so I don't know.</p> <p>13 BY MR. CHAREST:</p> <p>14 Q. It doesn't -- You can know what - the nature</p> <p>15 of a contract without seeing it, right, by hearing from</p> <p>16 somebody talking to someone talking to the people about</p> <p>17 the nature of the contract, right? You don't have to</p> <p>18 see it to know, right?</p> <p>19 A. So you just asked me a question before and you</p> <p>20 said am I speculating or making an assumption. I don't</p> <p>21 have personal knowledge, so I have to give you the same</p> <p>22 answer. I don't have personal knowledge. I don't know.</p> <p>23 Q. That's not how personal knowledge works</p> <p>24 because when you hear something you have personal</p> <p>25 knowledge of what you heard, okay? So if you can just</p>	<p>1 asked and answered.</p> <p>2 This is bordering on harassment. We're now</p> <p>3 asked this question five times. The prior question</p> <p>4 you said if you just say I don't know period I'll</p> <p>5 leave you alone to which the witness answered I</p> <p>6 don't know and now you're asking the same question</p> <p>7 and inferring the witness isn't telling the truth.</p> <p>8 Go ahead and answer.</p> <p>9 THE WITNESS: I don't know.</p> <p>10 BY MR. CHAREST:</p> <p>11 Q. In this situation when GEO has to either</p> <p>12 obtain additional labor to replace voluntary work that</p> <p>13 decided not to volunteer or to go procure some sort of</p> <p>14 services that would otherwise have been generated</p> <p>15 through the voluntary work program, that's not free to</p> <p>16 GEO, right? It's a cost that GEO has whether or not it</p> <p>17 may pass it on, it may not, but GEO has to expend that</p> <p>18 money to cover those services, right?</p> <p>19 MS. ARMSTRONG: Objection, asked and answered,</p> <p>20 calls for speculation.</p> <p>21 THE WITNESS: So as I said, GEO has to meet</p> <p>22 the standards the method of which, you know,</p> <p>23 obviously varies. Again not my area in terms of</p> <p>24 billing or how precisely the work is covered. As</p> <p>25 you've - even your question proposes alternatives.</p>

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1 ICE absolutely can reimburse it or not. I don't 2 know. 3 BY MR. CHAREST: 4 Q. Okay. 5 The voluntary work program - voluntary work 6 program must comply with all applicable Federal, State 7 and local laws, correct? 8 MS. ARMSTRONG: Are you referring to a 9 document? 10 THE WITNESS: I actually don't know. In other 11 words, it's a Federal -- I mean there's Federal 12 preemption, there's all sorts of issues so, no, I 13 don't think, you know, that's the case. 14 I mean I see in paragraph five it says, 15 "Detainee working conditions shall comply," so -- 16 And then the paragraph in the beginning says, 17 "While not legally required to do so," ICE affords 18 detainees basic OSHA protections. 19 BY MR. CHAREST: 20 Q. So you're thinking it's the adoption of 21 Federal, State and local laws is - pertains only to work 22 conditions like safety conditions? Is that what you're 23 saying? 24 A. Again without having studied this and parsed 25 through it for that language, you know, this is a	1 A. At ICE's request, yes. 2 Q. At ICE's request. 3 What do you mean by that? 4 A. ICE is the one that sets the compensation 5 rate. 6 Q. ICE sets the reimbursement rate, correct? 7 A. Yes. ICE sets the reimbursement rate, yes. 8 Q. It doesn't necessarily set the compensation 9 rate, right? 10 A. There is an agreement with ICE on every 11 contract term, so I - there's no discretion in my mind 12 for GEO to - to just, you know, pay whatever GEO sees 13 fit. 14 Q. Because why? I didn't understand what you 15 said the first part of your answer. I didn't understand 16 you. 17 A. In other words, in my mind the costs under the 18 contract are part of the agreement, so it's not that GEO 19 unilaterally decides to do one thing that costs more or 20 less on its own. It's part of a larger agreement. I 21 mean this - this is subsumed in the expenses of the 22 overall contract. 23 Q. Well, GEO can spend more money for labor than 24 it had originally budgeted and not violate the - for 25 non-detainee labor and not violate the contract, right?
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1 Federal Agency running a Federal issue. I'm - I'm 2 basically familiar with the idea of Federal preemption 3 so, you know, I wouldn't say that's a safe assumption 4 that it has to comply with all state laws. 5 Q. Even if the contract says that? 6 A. Again we'd have to go through the contract and 7 tell me what you're referring to, but the contract again 8 is a big document. I wouldn't be able to answer that 9 general statement, no. 10 Q. Well, let's put the turtle on the table, as 11 they say in Texas. Some people say it. In fact, GEO 12 does not pay the detainees that work through the 13 voluntary work program minimum wage for California, 14 right? 15 A. As far as I understand the compensation is 16 different than minimum wage, yes. 17 Q. Different and much lower, right? 18 A. I have no idea what minimum wage is in 19 California, but I suspect it is more than a dollar. 20 Q. A dollar a day? 21 A. Yes. 22 Q. Yeah. You're correct. 23 And GEO pays a dollar a day for the work that 24 the detainees do through the voluntary work program at 25 the Adelanto facility, correct?	1 MS. ARMSTRONG: Objection, calls for a legal 2 conclusion. 3 THE WITNESS: Yeah, I don't think so. In 4 other words, as part of again the process of 5 reaching the contract agreement itself price is 6 discussed, so all the terms in the contract are, 7 you know, again with some degree of transparency to 8 ICE that GEO doesn't do more or less of something 9 on its own. It does it as a service provider to 10 ICE, that that's a conversation in a contracting 11 process. 12 BY MR. CHAREST: 13 Q. Well, let's be real clear. There's nothing in 14 the contract that you're aware of that limits the 15 payment to detainees in the voluntary work program to a 16 dollar a day, is there? 17 A. I don't know. In other words, we would have 18 to go -- It's not again not my area of expertise. The 19 contract is an agreement that's many many pages. I 20 don't know. 21 Q. Well, the - the standard says at least a 22 dollar a day, right? 23 A. Yes. It does read that, yes. 24 Q. So at least is not only, it's a floor, not 25 necessarily a ceiling, right?

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1 A. The standard is one --	1 Q. All right, and there's nothing that says it's
2 Q. Can you answer my question before you go on	2 only a dollar, correct?
3 though?	3 A. If you're talking about the standard, yes.
4 MS. ARMSTRONG: Can you let him finish his	4 Q. Correct.
5 answer the way he wants to answer it, not the way	5 Okay, so we both agree that the standard sets
6 you want him to answer it?	6 a floor, not a ceiling of a dollar per day?
7 MR. CHAREST: Well, it's a yes or no question.	7 A. Correct.
8 You can explain why it's not relevant, but you need	8 Q. All right, now do you think there's something
9 to answer my question.	9 else in the relationship between ICE and GEO that the
10 MS. ARMSTRONG: He also can explain a yes or	10 relationship the performance of which you monitor and
11 no answer which you need to give him the	11 audit that otherwise limits GEO's ability to pay
12 opportunity to do rather than distract him with	12 detainee labor more than a dollar a day?
13 another question when you don't like the answer	13 A. I know that the voluntary work program is
14 he's giving.	14 addressed elsewhere in the contract, so I'm not
15 BY MR. CHAREST:	15 comfortable in agreeing with your statement that this is
16 Q. Can you answer my question.	16 the only place it's referenced and that how - that this
17 A. You have to answer - ask me the question one	17 is what governs the agreement. I don't know. I know
18 more time.	18 it's covered elsewhere in the contract.
19 Q. The words in the standard are the compensation	19 Q. So my question is is there anywhere else where
20 is at least one dollar per day, correct?	20 it's covered where that limits GEO's ability to pay more
21 A. Okay, just to make sure --	21 than a dollar a day?
22 Q. Page 407, Section - it's K, under K,	22 A. Again not being completely familiar with every
23 Compensation.	23 contract term I don't know, but I know it's covered
24 A. Yes, this reads, "The compensation is at least	24 elsewhere in the contract.
25 one dollar per day."	25 Q. You know it's somewhere else in the contract
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1 Q. And that's the standard that applies to your	1 but you don't know where, this provision?
2 understanding at the Adelanto facility in the current	2 A. I don't, no. I don't have this contract
3 contract between ICE and GEO, right?	3 memorized so, no, and I don't know what the precise
4 MS. ARMSTRONG: Objection, misstates prior	4 language is elsewhere in the contract. I know it's
5 testimony.	5 addressed elsewhere in the contract other than just the
6 THE WITNESS: Yes. To the extent this is the	6 standard.
7 applicable standard, yes.	7 Q. Do you have any -- So you believe that the
8 BY MR. CHAREST:	8 payment terms are addressed somewhere else in the
9 Q. And you believe this is the applicable	9 contract but you don't know where?
10 standard, right?	10 A. I believe -- Let's put it this way: I know
11 A. I do.	11 the payment terms are not covered in the standard,
12 Q. Okay, and at least is not only. There's a	12 right, so I know they must be elsewhere in the contract.
13 difference, right?	13 Q. Well, the payment terms aren't covered in the
14 A. I am aware of what at least means.	14 standard, right? It's a floor of a dollar, right?
15 Q. But that's - that's not the question that I'm	15 A. I meant the payment terms between ICE and GEO.
16 asking.	16 Q. Okay, do you know -- All right, flip if you
17 There is a difference, correct, between the	17 would to page three of fifty-three of the IGSA which I
18 words at least and only a dollar, right?	18 realize is not the operative agreement anymore. It's on
19 A. Yeah. Yes. There's a difference.	19 GOWER-GEO 0000480.
20 Q. Right, and at least is a floor, it cannot be	20 MS. ARMSTRONG: Is this a document that was
21 less than a dollar, right?	21 produced in this case?
22 A. Yes.	22 THE WITNESS: I'm sorry?
23 Q. And there's nothing that says cannot be more	23 MS. ARMSTRONG: It just has a Bates number,
24 than a dollar, right?	24 so --
25 A. Under the standard, yes.	25 MR. CHAREST: Yeah.

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<p style="text-align: right;">Page 109</p> <p>1 MS. ARMSTRONG: -- I'm just trying to figure 2 that out.</p> <p>3 THE WITNESS: 48 --</p> <p>4 MR. CHAREST: It's 480.</p> <p>5 THE WITNESS: Oh, it was?</p> <p>6 BY MR. CHAREST:</p> <p>7 Q. To the bottom -- These are the payment terms 8 that you were discussing, right, at least in terms of 9 format, and I'm not saying that these are the actual 10 terms that apply to the current relationship, you may 11 know, you may not, but this is the type of information 12 you're talking about with respect to payment terms 13 between GEO and ICE, correct?</p> <p>14 A. This has more specificity about costs and 15 obviously the agreement between the Agency and GEO, yes.</p> <p>16 Q. Right, and how is the payment term associated 17 with the work program described? As a cap?</p> <p>18 A. The plain language here just says, "Detainee 19 work program reimbursement one dollar per day."</p> <p>20 Q. Right, so reimbursement doesn't mean that GEO 21 cannot pay more than a dollar, right?</p> <p>22 A. Again I - you'd have to interpret the way the 23 Agency and GEO agreed upon what reimbursement means.</p> <p>24 There may - there may very well be an agreement that 25 says a dollar is a dollar again is despite the fact the</p>	<p style="text-align: right;">Page 111</p> <p>1 saying and you, GEO, cannot pay more to the work - the 2 workers in the detainee work program, correct?</p> <p>3 A. If you're asking me to interpret what this one 4 line here is I do not see any language that says that, 5 no.</p> <p>6 Q. All right, now you suggested when we first 7 started looking at this that there might be some other 8 provisions that addressed the detainee work program that 9 do limit GEO's ability to pay more than a dollar a day, 10 right?</p> <p>11 A. No. I didn't say that.</p> <p>12 Q. Okay.</p> <p>13 A. What I said is I don't know.</p> <p>14 I know this was addressed elsewhere in the 15 contract. It's addressed beyond just the standard, so 16 because I'm not, you know, intimately familiar with this 17 and any other agreement I'm not comfortable in agreeing 18 with your conclusion that it is not elsewhere. I know 19 the terms and pricings are in many places.</p> <p>20 Q. I've never said it was not elsewhere. Just to 21 be real clear I'm not trying to trick you. I'm - you're 22 suggesting it might be and I keep asking where and I 23 never - we never get to anywhere else.</p> <p>24 If you know of anywhere else, please show me.</p> <p>25 A. I've just been handed this document. I would</p>
<p style="text-align: right;">Page 110</p> <p>1 stat -- I mean excuse me -- The standard says something 2 different, the contract which is the agreement says the 3 detainee work program reimbursement is a dollar, so 4 that's the agreement between ICE and GEO.</p> <p>5 Q. So you keep saying there may be something else 6 and maybe there is. What we're looking at right here, 7 detainee work program reimbursement doesn't say, GEO, 8 you can only pay a dollar, does it?</p> <p>9 A. It just says detainee work program 10 reimbursement a dollar per day.</p> <p>11 Q. Right, meaning, GEO, we, ICE, are only going 12 to pay you a dollar a day for work that's done through 13 the work - the voluntary work program, correct?</p> <p>14 A. I understand that's what your interpretation 15 of that - what it means.</p> <p>16 Q. Well --</p> <p>17 A. I know it's an agreement. I'm reading it and 18 saying it's an agreement between ICE and GEO for a 19 dollar a day.</p> <p>20 Q. Reimbursement of a dollar a day?</p> <p>21 A. Right. Just -- In other words, there - ICE 22 will pay GEO these rates for these activities per bed, 23 for transportation and for the detainee work program a 24 dollar per day.</p> <p>25 Q. Right, but there's nothing in - expressly</p>	<p style="text-align: right;">Page 112</p> <p>1 have to go through it --</p> <p>2 Q. Okay.</p> <p>3 A. -- and, you know, so --</p> <p>4 Q. If GEO paid more than a dollar a day to 5 detainees who were working in the voluntary work 6 program, would that be a violation of Section 5.8 of the 7 PN -- PBNDS?</p> <p>8 MS. ARMSTRONG: Objection, calls for a legal 9 conclusion and calls for speculation.</p> <p>10 THE WITNESS: So if I understand your question 11 is if GEO paid a detainee more than a dollar a day 12 would that violate the standard?</p> <p>13 BY MR. CHAREST:</p> <p>14 Q. Yes, sir.</p> <p>15 A. I would say no.</p> <p>16 Q. Okay.</p> <p>17 Are you aware whether or not GEO pays more 18 than a dollar a day for voluntary work programs at 19 facilities other than Adelanto?</p> <p>20 A. I have heard anecdotally but don't have 21 firsthand knowledge that there are occasions that GEO 22 has paid more than a dollar a day.</p> <p>23 Q. Antidotes about occasions, but you don't know 24 one way or the other?</p> <p>25 A. No. I said and I'm going to be clear I do</p>

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<p>1 know that GEO has on occasion paid more than a dollar a day.</p> <p>3 Q. So you said first whatever it was since we're intermittent in impression and on occasion here just in this last answer, are you saying that it's not the practice of GEO to pay more than a dollar a day at certain facilities just as a practice?</p> <p>8 A. I don't know that.</p> <p>9 Q. You don't know that?</p> <p>10 Is -- I mean am I right to understand based on our discussion so far that the amount that GEO pays to the detainees under the voluntary work program is not something that's subject to your audit process?</p> <p>14 MS. ARMSTRONG: Objection, vague.</p> <p>15 THE WITNESS: I don't know. I don't know we have asked a precise question on the amount of compensation.</p> <p>18 BY MR. CHAREST:</p> <p>19 Q. Okay, you would look at confirming that they do, in fact, get paid whatever they're entitled to but that they're getting paid; is that right?</p> <p>22 A. It would be pursuant to a local policy and agreement with ICE. I don't know that we actually audit that question. I do know that if they participate in the voluntary work program that we would audit whether,</p>	<p>1 A. It's probably this standard and others.</p> <p>2 Q. Okay, but that's yes and maybe other things too, right?</p> <p>4 A. Yes.</p> <p>5 Q. Okay, so you see in Section III it says Standards Affected?</p> <p>7 A. Yes.</p> <p>8 Q. Now a long time ago I used to work in industry and I used to have manuals that tell, you know, how to do X, Y and Z and when I read the standards affected language I'm brought to mind of you used to get like here's a new Section Three, replace it and you have a little note in the bottom saying the current version is X. Is that how the standards affected works where it says this standard here that is - that is PBNDS 2011, December, 2006 (sic) model replaces the, and it tells you what the prior standard that existed that it replaces, is that fundamentally what the standards affected section talks about?</p> <p>20 A. So I can't speak for ICE, but I can tell you my understanding would be as the plain language here is it replaces the voluntary work program version of this document that was dated December 2nd, 2008.</p> <p>24 Q. Okay, so the reason I'm dwelling on that a little bit is because I think you told me that the 2016</p>
<p>1 in fact, they were paid. That is obviously critical.</p> <p>2 Q. Right, and like the next standard down, number six, there's no discrimination, that's something that would be part of your audit process, correct?</p> <p>5 A. I don't know precisely what the questions are.</p> <p>6 Q. Okay, but given that it is one of the expected outcomes, number six on the list, that's - whether it's actually audited or not, it's fair game for auditing to confirm performance by GEO under this voluntary work program standard, correct?</p> <p>11 A. It is an expected outcome and I believe ICE could hold us to that outcome, yes.</p> <p>13 Q. And the same thing with number seven in terms of the facility shall provide communication assistance to detainees whether it's because they have disabilities or their language is limited in order for the detainees of that - in that circumstance would understand the terms and the scope of the voluntary work program, right?</p> <p>20 A. Yes. In other words, there has to be meaningful communication regardless of the abilities of the detainees, yes, including in the voluntary work program, yes.</p> <p>24 Q. And that's an obligation that GEO has pursuant to the standard that ICE imposes, correct?</p>	<p>1 version differed in the voluntary work program from the 2011 version and I read this to tell me that the difference in voluntary work program standards is between - relates back to 2008, meaning there was no prior amendments before 2008 once this one came into place; is that right?</p> <p>7 A. On its - on the face of this document it would lead me to an opposite conclusion, so I think no.</p> <p>9 Q. What's your conclusion?</p> <p>10 A. If the bottom of the page says revised 2016 --</p> <p>11 Q. Right.</p> <p>12 A. -- the date of the PBNDS is 2011. I mean it -- What I'll say is this looks incomplete to me.</p> <p>14 Q. How do you mean?</p> <p>15 A. Well, in other words, this is a version it seems from December, 2016 which should have replaced a version from sometime in 2011, right, based on just the dates here, yet it replaces a standard that was written in 2008.</p> <p>20 Q. Unless the standard that we're looking at in 5.8 is the same as the 2011 standard which did replace the 2008 standard, right?</p> <p>23 MS. ARMSTRONG: Objection, calls for speculation.</p> <p>24 THE WITNESS: You know, I don't know. All I</p>
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<p>1 would say is it's sloppy.</p> <p>2 BY MR. CHAREST:</p> <p>3 Q. Well, unless what I said is true because if -</p> <p>4 just -- I mean I'm not trying to trick you. I'm trying</p> <p>5 to understand kind of through you because I'm not sure I</p> <p>6 have a full understanding, but let's get there.</p> <p>7 If in 2011, not 2016, this Section 5.8 was</p> <p>8 generated and replaced the 2008 version the words under</p> <p>9 standards affected would make sense, right?</p> <p>10 A. I'm not sure. I don't know. I mean that is a</p> <p>11 possible conclusion, but I don't know, so I couldn't</p> <p>12 necessarily agree with that.</p> <p>13 Q. All right. Well, let's roll back to what you</p> <p>14 told me before.</p> <p>15 Are you certain that the Section 5.8 as we're</p> <p>16 reading it here, pages 405 to 410 of the 2016 version</p> <p>17 are different than the 2011 version, are you certain of</p> <p>18 that?</p> <p>19 A. Again now it's been almost two years since</p> <p>20 I've worked there, but - but during my time at ICE, and</p> <p>21 I knew there was a revision process going on during 2016</p> <p>22 and this document on its face says there were revisions</p> <p>23 to the PBNDS 2011 standards that we published in 2016 --</p> <p>24 Q. Sure.</p> <p>25 A. -- so I know there were changes, yes.</p>	<p>1 apparently.</p> <p>2 It's all going to be fine.</p> <p>3 MS. ARMSTRONG: We can do that after lunch.</p> <p>4 MR. CHAREST: Yeah. Exactly.</p> <p>5 BY MR. CHAREST:</p> <p>6 Q. Let's -- Going on down to the expected</p> <p>7 practices I want to focus on -- Well, we talked about C,</p> <p>8 the housekeeping, I'll call it housekeeping exception,</p> <p>9 the - going to D, detainee selection the text reads,</p> <p>10 "The Facility Administrator shall develop site-specific</p> <p>11 rules for selecting work detail volunteers." Is the</p> <p>12 Facility Administrator GEO?</p> <p>13 A. Yes. It's a GEO employee.</p> <p>14 Q. All right, so then the way this standard</p> <p>15 applies is that GEO developed site specific rules for</p> <p>16 selecting work detail volunteers; is that right?</p> <p>17 A. Yes. In other words, there's a local policy</p> <p>18 on the methodology they used to do it, yes.</p> <p>19 Q. All right, and is the local policy something</p> <p>20 that's subject to your oversight in terms of compliance</p> <p>21 or is that so discretionary you don't even bother with</p> <p>22 it?</p> <p>23 A. So first of all they're required to meet the</p> <p>24 four corners of the standards.</p> <p>25 Q. Right.</p>
<p style="text-align: center;">Page 118</p> <p>1 Q. Well, you know there were changes in the inch</p> <p>2 thick Exhibit Two somewhere --</p> <p>3 A. Uh-huh. (Affirmative response).</p> <p>4 Q. -- but not necessarily in the four pages that</p> <p>5 make up Section 5.8, right?</p> <p>6 A. I am fairly certain as I sit here under oath</p> <p>7 that I am, but if you ask me to red line this compared</p> <p>8 to the other one that I could not do. My memory's not</p> <p>9 that good.</p> <p>10 Q. Let's see. Maybe we can reach this.</p> <p>11 You believe that there were changes between</p> <p>12 the 2011 version and the 2016 version but you're not</p> <p>13 sure?</p> <p>14 A. Well, do you have a copy of the 2011 version?</p> <p>15 Q. We're working quickly to get it, so we can</p> <p>16 just look later, in other words, let that be.</p> <p>17 A. Well, so the answer's I don't know.</p> <p>18 Q. All right, I thought I could get there with</p> <p>19 that part of it. It's no big deal.</p> <p>20 MS. ARMSTRONG: I was wondering why you</p> <p>21 weren't showing him the 2011. It's like we could</p> <p>22 just look at it.</p> <p>23 MR. CHAREST: I know.</p> <p>24 MS. ARMSTRONG: I get it now.</p> <p>25 MR. CHAREST: Yeah. It's on its way</p>	<p style="text-align: center;">Page 120</p> <p>1 A. The local policy would be informed by this.</p> <p>2 We would - we don't audit local facility policies but we</p> <p>3 would audit based on the standards, so the local</p> <p>4 facility policies should meet everything that's in this</p> <p>5 document, so they - if you're asking do they have</p> <p>6 discretion to ignore this the answer's no.</p> <p>7 Q. Okay, but as long as they're meeting the</p> <p>8 standards that are set out it's up to the local facility</p> <p>9 on how to meet those standards vis-a-vis the work, the</p> <p>10 voluntary work program?</p> <p>11 A. They're responsible for developing a facility,</p> <p>12 site specific facility procedure, yes.</p> <p>13 Q. What I said is correct, isn't it?</p> <p>14 A. If what you said is they're responsible for</p> <p>15 developing a local policy the answer's yes.</p> <p>16 Q. Sure, but I wasn't talking about the -- As</p> <p>17 long as they're meeting the standards they have</p> <p>18 discretion on how they achieve those standards just like</p> <p>19 we talked about before?</p> <p>20 MS. ARMSTRONG: Objection, misstates prior</p> <p>21 testimony and vague.</p> <p>22 THE WITNESS: Well, again, in other words, I</p> <p>23 think this is fairly prescriptive so, in other</p> <p>24 words, I think if you'd say the nature of a</p> <p>25 facility in terms of length of stay so, in other</p>

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1 words, if you have a kitchen worker that has to be 2 food safe certified and there was some training 3 that's involved you would have to have a site 4 specific policy to make sure that those things 5 could be accomplished, if that makes sense. You 6 wouldn't do that if the person is going to be there 7 for a matter of days because you couldn't get it 8 done, so that the local policy, that's the type of 9 thing it sets.	1 an auditor. You know, I lead the department but I've 2 never done an audit myself --
10 BY MR. CHAREST: 11 Q. I take your point. Okay. 12 All right, and the next sentence says, "The 13 voluntary work program agreement shall document the 14 facility's program and shall be in compliance with this 15 detention standard." What is the voluntary work program 16 agreement to your understanding?	3 Q. Okay. 4 A. -- so I want to make sure I make that clear. 5 Q. That's fair. Yeah. 6 A. So --
17 A. It's my understanding that is the - once a 18 detainee opts to apply for a work program opportunity 19 they would have some agreement between them and the 20 facility as to what they will be doing and the manner 21 and means of it. 22 (Whereupon, Exhibit 3 was marked)	7 Q. You're a manager of auditors, not an auditor 8 yourself? 9 A. Correct. 10 Q. Okay, a leader of men. 11 A. And women. 12 Q. Well, fair. That's fair. 13 Sorry. My apologies.
23 BY MR. CHAREST: 24 Q. I'm handing you a document that's been marked 25 as Exhibit Three. This is my best guess as to what	14 All right, so then do you understand that this 15 section, the bottom section of Exhibit Three is the 16 documentation of the facility's program? Is that - I 17 mean is that what's trying to be achieved here? 18 MS. ARMSTRONG: Objection, calls for 19 speculation. 20 He testified he's never seen this before. 21 THE WITNESS: So I don't know that this is the 22 only document. I'm looking at the plain meaning of 23 this because it purports to be an application, an 24 orientation and a program agreement. It appears to 25 have a place that the detainee signs, so I mean
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1 we're talking about here with respect to this voluntary 2 work program agreement. 3 Have you seen this document before? 4 A. No. 5 Q. All right, is this the voluntary work program 6 agreement? 7 A. Well, it looks - purports to be several 8 things, right? It says detainee work detail application 9 then the next section is the work detail orientation and 10 it looks like the final section is the detainee 11 voluntary work program agreement. 12 Q. Okay, so when your - when you and your folks 13 are doing the auditing one of the requirements is that 14 the voluntary work program agreement document the 15 facility program - the facility's program. Would you 16 then look at this document which we've marked as Exhibit 17 Three and say, okay, look here is where it says detainee 18 voluntary work program as it properly documented the 19 facility's program? I mean it's one of the things you'd 20 do as your checks? 21 A. Correct. 22 Q. Okay, have you personally seen anything else 23 that purports to be a detainee voluntary work program 24 agreement other than this document? 25 A. So, no, and I probably should also add I'm not	1 I -- It purports to be in service of the standard. 2 I don't know whether this is the only document. 3 BY MR. CHAREST: 4 Q. And who is this work program agreement 5 between? Like who are the - the counter parties? Is it 6 GEO and the - and the detainee? 7 MS. ARMSTRONG: Objection, calls for 8 speculation. 9 THE WITNESS: Again hard to say. This is only 10 signed by the detainee, so I - it's - it's -- It is 11 a detainee acknowledgment, but the agreement is 12 sort of imprecise in who the agreement is between 13 because it's only signed by one person. 14 BY MR. CHAREST: 15 Q. Well, it's on GEO letterhead, right, the GEO 16 Group Adelanto Detention Facility-East West at the top? 17 A. It does say the GEO Group Adelanto Detention 18 Facility at the top, yes. 19 Q. And we're definitely talking about the 20 Adelanto Detention Facility, right? 21 A. That's what it reads, yes. 22 Q. Yeah, we can clear some other underbrush 23 actually while we're looking at this. 24 MS. ARMSTRONG: Oh, I love another Texan 25 phrase. That's great.

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1 BY MR. CHAREST:	1 Q. Sure.
2 Q. There are a series of positions here to which	2 When GEO agreed to take care of the detainees
3 the detainee if the detainee volunteers to do the work	3 at Adelanto and provide, as you put it, one hundred
4 can apply.	4 percent of the services required for that, that among
5 Are you with me at the top?	5 those services are providing food, correct?
6 A. Yes.	6 A. GEO's responsible for providing meals, yes.
7 Q. All right, so we talked about some positions.	7 Q. And doing laundry?
8 Does this when you fill out the list of other positions	8 A. GEO's responsible for providing clean clothes.
9 that are available at Adelanto, food service?	9 Q. So they need a laundry service, right?
10 A. Yes.	10 A. However they decide to clean clothes but, yes,
11 Q. Laundry, dorm cleaning? That's one, right?	11 they need to provide the detainees clean clothes.
12 A. I think that falls under sanitation. That's	12 Q. Or I guess they could just buy new clothes
13 what I meant by --	13 everyday, right?
14 Q. Okay.	14 A. They can probably do it several ways, but they
15 A. -- sanitation.	15 do have to provide clean clothes.
16 Q. Do you know what? It says - I read it as	16 Q. Okay, keeping the dorm and floors clean is
17 C-o-r-e-s Cores Hallway. Do you know what that is?	17 among the services that GEO agreed to provide to ICE at
18 A. I have no idea what that is.	18 this facility, right?
19 Q. I thought maybe it was a typo for chores, but	19 A. I think the same answer which is that the
20 I don't really understand.	20 place has to be habitable and appropriate for, you know,
21 A. I don't know.	21 occupancy.
22 Q. You don't know?	22 Q. Including keeping it clean, right?
23 A. I don't.	23 A. That's part of it, yes.
24 Q. Okay, recreation, do you know what work is	24 Q. Okay, GEO agreed to provide intake services
25 being done with recreation?	25 for arriving detainees, correct?
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1 A. I don't.	1 A. Yes.
2 Q. How about floor crew? Do you know what work	2 Q. GEO agrees to provide medical services for the
3 is being done with floor crew?	3 detainees at the - at the Adelanto facility, correct?
4 A. It sounds like sanitation to me, but I don't	4 A. Yes.
5 know precisely what it is.	5 Q. GEO agreed to provide facilities that are
6 Q. I mean everybody can figure out what a barber	6 adequately maintained, including painting, correct?
7 shop does.	7 A. Exactly.
8 Intake, do you know what the - what the	8 Q. And GEO even agreed to provide haircutting
9 detainees are doing with intake?	9 services to the detainees at the facility, correct?
10 A. I don't.	10 A. Personal hygiene, yes.
11 Q. How about medical detail? Do you know what	11 Q. Personal hygiene would include haircutting,
12 they do there?	12 right?
13 A. I don't.	13 A. Yes.
14 Q. How about paint detail? Paint detail is a bit	14 Q. Okay, so all of these jobs that are being done
15 self-explanatory, but I assume it's painting?	15 through detainee work are obligations that GEO undertook
16 A. I assume so. I think that again sort of falls	16 with respect to the agreement it has with ICE, correct?
17 under the sanitation type - type work, maintenance.	17 A. These are part of the overall responsibilities
18 Q. Okay, so are these areas of work that are done	18 that GEO has to the detainees. The how and why and who
19 by detainees part of the services that GEO agreed to	19 does it I think is not detailed adequately in this
20 provide under the agreement between GEO and ICE?	20 document. That's part of the original or the
21 MS. ARMSTRONG: Objection, calls for	21 overarching agreement between ICE and GEO.
22 speculation.	22 Q. Sure, but if no one volunteered for any of
23 THE WITNESS: So I'm sorry. I need you to	23 these jobs they would still have to get done in some
24 repeat that.	24 form or fashion, right?
25 BY MR. CHAREST:	25 MS. ARMSTRONG: Objection, calls for

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<p>1 speculation.</p> <p>2 THE WITNESS: Jobs, no. The function, yes.</p> <p>3 BY MR. CHAREST:</p> <p>4 Q. And the person responsible for achieving that</p> <p>5 function is GEO, correct?</p> <p>6 A. Right. The entity I would say right --</p> <p>7 Q. Yeah.</p> <p>8 A. -- but not the person.</p> <p>9 Q. Let me do that again because I appreciate</p> <p>10 that.</p> <p>11 The entity responsible for achieving that</p> <p>12 function is GEO, correct?</p> <p>13 A. Yes.</p> <p>14 Q. GEO provides uniforms for people that work</p> <p>15 under the voluntary work program, correct?</p> <p>16 A. Again I assume so. We're responsible for</p> <p>17 providing detainee clothing, so I'm assuming they are if</p> <p>18 they are going to participate in the work program</p> <p>19 they're given appropriate clothes to do whatever job</p> <p>20 they're doing.</p> <p>21 Q. Actually before I get too much more into the</p> <p>22 detail here I'm going to come back to the standard, so</p> <p>23 we're - I want to go to the bottom of detainee selection</p> <p>24 which is D starting on 406 but flipping over to 407, the</p> <p>25 last part of that standard.</p>	<p>1 of detainees?</p> <p>2 A. I don't know.</p> <p>3 Q. All right, do you know that pursuant to the</p> <p>4 contract I think, in fact, the standards three years</p> <p>5 is - is required?</p> <p>6 A. I'd have to find it in the standard. If you</p> <p>7 tell me it's three years that certainly sounds</p> <p>8 reasonable. I don't know.</p> <p>9 Q. Is that something that would be -- If it's</p> <p>10 standard driven it would be something that the auditors</p> <p>11 would look at in theory, correct?</p> <p>12 A. It's not necessarily something that might -</p> <p>13 we have a separate privacy and records department, so</p> <p>14 I'm not sure that it would necessarily be something that</p> <p>15 I audit or my team, I should say --</p> <p>16 Q. Fair.</p> <p>17 A. -- my men and women.</p> <p>18 Q. The -- I want to talk about the special</p> <p>19 details which is E, the next - the next section down.</p> <p>20 It says, "Detainees may volunteer for temporary work</p> <p>21 details that occasionally arise. The work, which</p> <p>22 generally lasts for several - from several hours to</p> <p>23 several days may involve labor-intensive work."</p> <p>24 To - this is me glossing it, but this reads to</p> <p>25 me as like an exception to the rule that heavy labor is</p>
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<p>1 The standard requires that, "The detainee</p> <p>2 shall be required to sign a voluntary work program</p> <p>3 agreement" which I think we're talking about here in</p> <p>4 Exhibit Three, "Before commencing each new assignment"</p> <p>5 and then it goes on, "Completed agreements shall be</p> <p>6 filed in the detainee's detention file."</p> <p>7 Is the recordation of the voluntary work</p> <p>8 program agreement whether it actually is Exhibit Three</p> <p>9 or whatever else it might be something that because it's</p> <p>10 set out in one of the expected practices something that</p> <p>11 GEO must do in order to meet its obligations to ICE</p> <p>12 under the contract?</p> <p>13 A. So to meet its obligation under this standard</p> <p>14 and presumably the larger contract folks that are</p> <p>15 participating in the voluntary work program ICE is</p> <p>16 telling us we want a record -- Excuse me -- A written</p> <p>17 record of that agreement between the detainee who was in</p> <p>18 the program and then they want it in their detention</p> <p>19 file.</p> <p>20 Q. And so I think you just repeated my questions,</p> <p>21 but in order to comply with the standard GEO must do</p> <p>22 those things, get the - get the detainee to sign and</p> <p>23 record the signed agreement in their file, correct?</p> <p>24 A. Yes.</p> <p>25 Q. Okay, how long does GEO maintain the records</p>	<p>1 not typically the type of work that's done under the</p> <p>2 voluntary work program. Is that - is that a fair</p> <p>3 reading of what we're talking about here?</p> <p>4 MS. ARMSTRONG: Objection, calls for</p> <p>5 speculation, calls for a legal conclusion.</p> <p>6 THE WITNESS: So I have no personal experience</p> <p>7 as to what the special detail is. You know, I read</p> <p>8 the words as well and it does say labor intensive,</p> <p>9 but I don't - I don't know what that is. It's a</p> <p>10 what I would say is probably in the eye of the</p> <p>11 beholder.</p> <p>12 BY MR. CHAREST:</p> <p>13 Q. Sure.</p> <p>14 I guess are you aware whether or not the</p> <p>15 standards preclude regular labor intensive work like day</p> <p>16 in, day out labor intensive work as part of the</p> <p>17 voluntary work program?</p> <p>18 A. Well, I know that the type of work is agreed</p> <p>19 upon between the Agency - set by the Agency and the</p> <p>20 service provider, so I believe that is something that</p> <p>21 there's a meeting of the minds about, and again as we</p> <p>22 talked about earlier, the standard requires it to</p> <p>23 essential operations and services being enhanced to</p> <p>24 detainee productivity. You know, again labor intensive</p> <p>25 is a relative term, but there's not really what I would</p>

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<p style="text-align: right;">Page 133</p> <p>1 say labor intensive work being done at a facility. 2 There's work certainly, but not labor intensive work as 3 I would understand it. 4 Q. Right. They're not out at Angola working on a 5 farm, for example? That's not the type of work they're 6 doing? 7 A. Yeah, I don't know where Angola is or who 8 you're referring to, but -- 9 Q. You don't know where Angola is? Really? 10 A. The country? 11 Q. No. The farm, the labor camp in Louisiana. 12 A. No. 13 Q. No? All right. 14 Okay, once the person volunteers and is clear 15 and signs the agreements, et cetera at that point the - 16 the detainee is required to work pursuant to whatever 17 the schedule for the work is, correct? 18 MS. ARMSTRONG: Objection, calls for 19 speculation, compound, vague. 20 THE WITNESS: So I know there is a schedule 21 and participation in the - in the program would 22 subsume - in other words, you know, the hours of 23 work are detailed in the standard, you know, so it 24 says eight hours a day forty hours weekly. 25 BY MR. CHAREST:</p>	<p style="text-align: right;">Page 135</p> <p>1 going to various places pursuant to movements in the 2 facility to make sure people are safe. 3 Q. And the job gets done, right? 4 A. I imagine. It depends. Is it a solitary 5 activity? Maybe the schedule is flexible. If it's 6 something that requires, you know, multiple people to 7 work in concert then I imagine again a schedule just 8 sort of makes sense. 9 Q. So the people that work in the kitchen 10 probably need to be in the kitchen to do their work, 11 right? 12 A. To be in the kitchen if they're going to be 13 doing kitchen work, yes. 14 Q. I'm not trying to be glib. I'm just trying to 15 like - you know, they - I want to be clear that we're 16 not overlooking some obvious things here when you're - 17 when I'm hearing your answer back. 18 So it's GEO that says you need - you're on - 19 you're on breakfast duty, you need to be here at 4:30 in 20 the morning and your shift is from 4:30 till say noon, 21 okay, so -- 22 A. So I don't know the -- Sorry. 23 Q. Go ahead. 24 A. I don't know the precise nature, in other 25 words this, you know, food service and it does say</p>
<p style="text-align: right;">Page 134</p> <p>1 Q. Where are you reading that? 2 A. Under Hours of Work, Section VIII on page 407. 3 Q. Cool. 4 Read the paragraph just before that, the 5 sentence. 6 A. It says, "Detainees who participate in the 7 voluntary work program are required to work according to 8 a schedule." 9 Q. Right, so what I said is true under the 10 standard, right? 11 A. I -- It appears so, yes. 12 Q. Yeah. 13 Meaning specifically that the Facility 14 Administrator, GEO determines what time the person has 15 to show up at work, how long they have to stay at work, 16 whether they can come and go from that work location or 17 not, those are all things that are set by the - by GEO, 18 correct? 19 A. Again, and I direct you back to sort of it 20 says enhance, you know, the overall facility operation. 21 There are some places where folks have freedom of 22 movement, but obviously it's a secure environment in 23 other places, so in - as you can imagine folks can't 24 just come and go as they please to sort of show up for 25 work, there's a schedule and there's, you know, folks</p>	<p style="text-align: right;">Page 136</p> <p>1 kitchen, you know. Precisely the what I'll say is, you 2 know, other documents that relate to scheduling and so 3 it's not in front of us or what time they do those 4 things. I mean there must be a schedule because meals 5 happen at regular intervals, so -- 6 Q. Right. 7 The schedule and the movements that you've 8 just talked about two questions ago, two answers ago are 9 prescribed by GEO, not the detainee? 10 A. That would be my understanding, yes. 11 Q. All right, and if the detainees don't show up 12 for work without some sort of excuse they can be removed 13 from the voluntary work program, correct? 14 A. There is a process for detainees whose 15 performance is not adequate to be removed, yes. 16 Q. That's the next question which is -- That's 17 okay. 18 Unexcused absences are an acceptable reason to 19 remove someone from the - the voluntary work program, 20 correct? It's the last paragraph of H. 21 A. Yes. 22 Q. Okay, and unsatisfactory work - unsatisfactory 23 work performance is another reason for removal from the 24 voluntary work program, correct? 25 A. It says unexcused or unsatisfactory work, yes.</p>

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1 Q. But we can both read this. I want you to 2 agree that that's correct because you're the one that - 3 that's telling me how to understand these - these 4 standards, so I'm correct, right?	1 detainees both volunteer and get paid, correct? 2 A. Yes. 3 Q. Okay.
5 A. Right. 6 I'm just trying to make sure I'm following 7 since you put a document in front of me, so --	4 MS. ARMSTRONG: Can you let me know when you 5 think we should stop for lunch? 6 MR. CHAREST: Is it ready?
8 Q. Sure. 9 A. -- if I'm repeating you I apologize --	7 MS. ARMSTRONG: I think it's out there, yeah. 8 I thought you might want to get through that. 9 I don't know.
10 Q. That's okay. 11 A. -- but I'm making sure that we're --	10 MR. CHAREST: There's more. 11 We can stop. That's fine. I'm good.
12 Q. As long as you're repeating me and saying yes 13 I'm good.	12 MS. ARMSTRONG: Is that good -- 13 MR. CHAREST: Yeah.
14 Are you saying yes?	14 MS. ARMSTRONG: -- with everybody? 15 MR. CHAREST: It's cool.
15 A. Yes.	16 Lunch is always a good idea.
16 Q. Okay.	17 THE VIDEOGRAPHER: We're off the video record
17 A. You read it correctly, yes.	18 12:07 p.m.
18 Q. Okay, that's fine.	19 (Whereupon, there was a lunch recess observed)
19 This -- Under K we talked about compensation a 20 little bit, but I want to focus on the first sentence 21 there under K where it says, "Detainee shall receive 22 monetary compensation for work completed in accordance 23 with the facility's standard policy," and we - we 24 touched on this a little bit, but am I right to 25 understand that all voluntary work and if there's any	20 THE VIDEOGRAPHER: We are back on the video 21 record 1:00 p.m.
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1 question we're excluding the keeping your room tidy, all 2 voluntary work must be compensated in order to comply 3 with the standard?	1 to the contract situation at Adelanto, so I guess I'll 2 just ask you what do you understand the situation at 3 Adelanto to be vis-a-vis contracts between GEO, the City 4 of Adelanto and ICE to the best of your understanding? 5 A. So I now understand. I was incorrect before. 6 There is no new agreement between GEO and ICE. They - 7 whatever agreement was in place I believe is still in 8 place, but as I told you before, the contracting area is 9 not my area of sort of jurisdiction, if you will. Those 10 things don't come across my desk, so I was incorrect. I 11 thought it had been done, but I think it is still in the 12 proposed or aspirational stage, so I would like to 13 correct that, please.
4 A. That - that would be my understanding. 5 Again if you participate in the voluntary work 6 program and it's work that is, you know, under the 7 auspices of the voluntary work program, yes, they must 8 be compensated.	14 Q. Understood, and fine.
9 Q. Okay, is it acceptable under the standards for 10 GEO to allow people to - detainees to volunteer to work 11 outside of the voluntary work program?	15 So then the agreement that is Exhibit One I 16 understand there may have been modifications to it over 17 the course of time, this document that's dated 2011. To 18 the best of your understanding this services contract 19 between GEO and Adelanto which adopts the 20 intergovernmental servicing agreement between Adelanto 21 and ICE is the operative agreement to your 22 understanding, correct?
12 A. Not to my knowledge.	23 A. So I want to say yes, but not having reviewed 24 all of the documents and not wanting to make the same 25 mistake twice there - there - this very well could be

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<p style="text-align: right;">Page 141</p> <p>1 the framework with subsequent modifications or there 2 could be some other version of this, but I believe at 3 some point this was the operative contract and there may 4 be again as you said modifications that govern the 5 precise agreement today in 2019.</p> <p>6 Q. Sure, and I appreciate that vis-a-vis the 7 precise nature, but am I right to understand that your 8 prior statement that you believe that the statement of 9 work that's attached to this Exhibit One fundamentally 10 describes the - the work that GEO does at Adelanto 11 whether for Adelanto, for ICE or directly for ICE still 12 accurately describes this scope of work that GEO 13 performs at Adelanto?</p> <p>14 A. Yes. That's my understanding with again with 15 the same note that there may be other documents that 16 modify this, and I don't have those in front of me.</p> <p>17 Q. Sure, but -- Okay, that's fine. I think 18 we're - we're clear - as clear as we can be on that 19 point.</p> <p>20 We talked a lot about the - the one dollar per 21 day.</p> <p>22 Do you want to take that?</p> <p>23 A. No. I'm sorry.</p> <p>24 Q. It's okay if you need to.</p> <p>25 A. I put it out of the way and yet they still</p>	<p style="text-align: right;">Page 143</p> <p>1 and I haven't reviewed the document that you've given me 2 marked as Exhibit One page-by-page, so I've looked at it 3 with you, but for all the reasons we just talked about I 4 want to be precise. I don't have this memorized. I 5 know it's addressed in the standard we've talked about, 6 I know it's addressed on the page that we've talked 7 about before, page 40 - 480? Bates stamp 480?</p> <p>8 Q. 580?</p> <p>9 A. 5 -- Well, 480 on the version I'm looking at. 10 GOWER 480? GOWER-GEO four zeros 480.</p> <p>11 Q. I'm with you. Yes. Okay.</p> <p>12 A. So what I'll say is, you know, I believe it is 13 addressed elsewhere, but I cannot point you to those 14 precise locations.</p> <p>15 Q. Okay, back when we thought this was not the 16 operative contract I did not bring you to a specific 17 section. I'll bring you to it now, okay? Number 33 in 18 the standard - the performance standards which is at 19 page GOWER-GEO 0000502 talks about the voluntary work 20 program.</p> <p>21 Let me know when you get there.</p> <p>22 A. Okay. Yes.</p> <p>23 Q. Are you with me now?</p> <p>24 A. Uh-huh. (Affirmative response).</p> <p>25 Q. All right, now in terms of structure, and I</p>
<p style="text-align: right;">Page 142</p> <p>1 vibrate.</p> <p>2 I'm sorry.</p> <p>3 Q. If you need to, you can.</p> <p>4 A. No.</p> <p>5 Q. All right.</p> <p>6 All right, do you mind if I start again?</p> <p>7 A. Please.</p> <p>8 Q. All right, we talked earlier before lunch 9 about the - the source for one dollar a day and I think 10 when you first answered the question you said something 11 to the effect that ICE asked us to set the price at a 12 dollar a day and then we looked at the PBNDS and saw 13 that the compensation was at least a dollar a day and 14 then we looked at the pricing components of this service 15 contract in the intergovernmental service agreement that 16 is Exhibit One and saw that there was a reimbursement 17 for a dollar a day. Is there anything else whether it's 18 in Exhibit One, any other contractual right, remedy and 19 provision that you're aware of that - that speaks to the 20 applicable rate that detainees should be paid at the 21 Adelanto facility for work under the voluntary work 22 program?</p> <p>23 A. So I believe the voluntary work program is 24 mentioned elsewhere in the contract and potentially 25 modifications, but I don't have that whole record here</p>	<p style="text-align: right;">Page 144</p> <p>1 think this probably is something you would know based on 2 your work in auditing performance, this agreement sets 3 out a series of standards, right, that - that ICE is 4 supposed to meet and the standards with respect to 5 voluntary work program are set up here at number 33 and 6 there's seven standards. Are you with me?</p> <p>7 A. Yes.</p> <p>8 Q. Do you agree with that characterization?</p> <p>9 A. This appears to be some summary version of the 10 PBNDS standard. I haven't done a side-by-side 11 comparison, but I mean it generally sort of subsumes 12 what appears to be elsewhere in the standard.</p> <p>13 Q. It very largely tracks the 2011 PBNDS. I 14 agree with you.</p> <p>15 MS. ARMSTRONG: Objection.</p> <p>16 I'm sorry.</p> <p>17 MR. CHAREST: It's all right.</p> <p>18 MS. ARMSTRONG: Go ahead.</p> <p>19 I thought you were going to ask a question.</p> <p>20 MR. CHAREST: Yeah, I'm going to.</p> <p>21 BY MR. CHAREST:</p> <p>22 Q. That's what you're observing now is that the 23 language that's included in this - this agreement under 24 33, numbers 1 through 7 largely track the PBNDS 2011 25 standards, correct?</p>

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1 MS. ARMSTRONG: Objection, misstates prior 2 testimony. 3 THE WITNESS: So I would say what's 4 interesting is in paragraph seven it says, "The 5 applicable contents and procedures in this standard 6 will be communicated to the detainee." I'm not 7 sure this purports to be a standard itself. It's 8 referencing something else, so again I would - my 9 characterization of this this would be a summary of 10 a standard that on its face is referenced somewhere 11 else. I mean this is probably inartful - 12 unartfully drafted.	1 Compensation. 2 Are you there? 3 A. Uh-huh. (Affirmative response). 4 Q. All right, the standard that's in place in 5 2008 according to ICE is the first point, "Detainees 6 shall receive monetary compensation for work completed 7 in accordance with the facility's standard policy," 8 right? That's what it says? 9 A. Yes. 10 Q. Okay, and then it says, the next sentence is, 11 "In SPCs and CDFs, the compensation is one dollar per 12 day." Did I read that correctly? 13 A. Yes. 14 Q. What is an SPC? 15 A. Service Processing Center. 16 Q. Is that a facility in the same contractual 17 standing as Adelanto? 18 A. No. 19 Q. Okay, what is a CDF? 20 A. Contract detention facility. 21 Q. Is that a facility that is the same 22 contracting status as Adelanto as we currently 23 understand it to be? 24 A. No. 25 Q. Okay, so neither -- Adelanto doesn't qualify
13 BY MR. CHAREST: 14 Q. All right, we'll talk about that. We're going 15 to get back to that in a moment. 16 What's next? 17 (Whereupon, Exhibits 5 and 6 consecutively were 18 marked) 19 BY MR. CHAREST: 20 Q. All right, I'm handing you two documents, one 21 marked Exhibit Five and one marked Exhibit Six. 22 Exhibit Five is the 2008 - it's an excerpt of 23 the 2008 PBNDS with respect to the voluntary work 24 program and Exhibit Six is the 2011 version of the same 25 standard.	1 Page 146 2 MS. ARMSTRONG: I'm just going to object to 3 the extent that Exhibit Six does not appear to be 4 the entire document. I understand it's voluminous 5 and you were pulling it together over lunch. 6 Maybe we can be provided with the entire 7 document to see the cover page at some point, just 8 to put that on the record. 9 MR. CHAREST: Yeah. It's been identified as 10 an excerpt and it's the standard that governs GEO 11 in like a zillion different things. I think they 12 know what it is but, okay. 12 BY MR. CHAREST: 13 Q. Looking at Exhibit Five, sir, do you have any 14 doubt that it is the voluntary work program standard 15 from the 2008 Performance-Based National Detention 16 Standards? 17 A. I have no reason to doubt that this is what it 18 is. I mean it says ICE DRO Standard. I know it's old 19 because it's not DRO anymore. It's ERO. The 20 operation -- The name changed. 21 Q. Right. You can look in the lower right-hand 22 corner if you want for the date. 23 A. Yeah, it's says December 2nd, 2008. 24 Q. Right. 25 And flip, if you would, to Section K,
1 Page 146 2 MS. ARMSTRONG: I'm just going to object to 3 the extent that Exhibit Six does not appear to be 4 the entire document. I understand it's voluminous 5 and you were pulling it together over lunch. 6 Maybe we can be provided with the entire 7 document to see the cover page at some point, just 8 to put that on the record. 9 MR. CHAREST: Yeah. It's been identified as 10 an excerpt and it's the standard that governs GEO 11 in like a zillion different things. I think they 12 know what it is but, okay. 12 BY MR. CHAREST: 13 Q. Looking at Exhibit Five, sir, do you have any 14 doubt that it is the voluntary work program standard 15 from the 2008 Performance-Based National Detention 16 Standards? 17 A. I have no reason to doubt that this is what it 18 is. I mean it says ICE DRO Standard. I know it's old 19 because it's not DRO anymore. It's ERO. The 20 operation -- The name changed. 21 Q. Right. You can look in the lower right-hand 22 corner if you want for the date. 23 A. Yeah, it's says December 2nd, 2008. 24 Q. Right. 25 And flip, if you would, to Section K,	1 Page 148 2 as an SPC or a CDF, right? At least as of right now. 3 A. It's my understanding, no, they do not. 3 Q. Okay, and so this standard says as to those 4 types of facilities the compensation is one dollar per 5 day, right? 6 A. Yes. 7 Q. It doesn't say anything about limiting 8 compensation for IGSA facilities? 9 A. IGSAAs don't appear to be mentioned in this. 10 Q. Right, so my question's to my question. Does 11 this standard limit in any way the compensation 12 available to detainees for work programs at ISGAs (sic)? 13 A. The answer -- 14 Q. I'm sorry. I said that wrong. I said it 15 wrong, so let me do it again. 16 Does this document limit in any way the 17 compensation available to be paid to detainees that are 18 participants in the work program at IGSAAs? 19 A. So the answer's I don't know because this 20 Section K doesn't address IGSAAs on its face. 21 Q. So let's be real clear. My question is does 22 this limit. Is there anything in this standard that 23 limits GEO's ability to pay detainees at an IGSA? 24 A. And I guess the answer is no because it 25 doesn't on its face cover IGSAAs.

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<p style="text-align: right;">Page 149</p> <p>1 Q. Okay. Okay, good. 2 And the only facilities as to which the 3 compensation is set at a dollar a day are SPCs and CDFs 4 neither of which would cover Adelanto at this time, 5 correct? 6 A. I'm sorry. One more time? 7 Q. The only type of facilities that are addressed 8 for compensation of a dollar a day in this Section K are 9 SPCs and CDFs neither of which capture Adelanto? 10 A. So the answer is Section K on its face does 11 not apply to IGSAs and then I'm looking back to page one 12 just to understand the - the four corners of this 13 document and it says, "Procedures" in italics "Are 14 specifically required for SPCs and CDFs" which as you 15 said do not - does not cover where the Adelanto facility 16 is and then it says, "IGSAs must conform to these 17 procedures or adopt or adapt or establish alternatives 18 provided they meet or exceed the intent of the - 19 represented by these procedures."</p> <p>20 Q. Right. That's exactly where we're headed 21 next.</p> <p>22 A. Okay.</p> <p>23 Q. So --</p> <p>24 A. So yes.</p> <p>25 Q. I don't know if you answered my question.</p>	<p style="text-align: right;">Page 151</p> <p>1 other words, this says must conform which would be 2 equal, right? 3 Q. Right. 4 A. Or exceed. 5 Q. Right. 6 A. Right? 7 Q. Which would mean exceed, right? 8 A. It could mean meet or exceed. 9 Q. Correct. 10 A. Okay, yes. That's what I'm saying. 11 Q. So at least a dollar? 12 A. It could be a dollar or more. 13 Q. Okay, so there again in 2008 the standards 14 that would apply to a facility like Adelanto were a 15 floor of a dollar but no cap, correct? 16 MS. ARMSTRONG: Objection, calls for a legal 17 conclusion. 18 THE WITNESS: I don't see limiting language if 19 that's what you're asking me. 20 BY MR. CHAREST: 21 Q. I'm not asking you that. I'm asking you 22 exactly what I asked you. 23 MR. CHAREST: Can you read it back, please? 24 (Whereupon, the requested portion of the 25 record was read back).</p>
<p style="text-align: right;">Page 150</p> <p>1 A. Section K I do not believe this limits 2 specifically IGSAs because it - it doesn't directly 3 address them.</p> <p>4 Q. Right, and the provision what the standard 5 does it says with respect to IGSAs you must either meet 6 or exceed whatever the standards are for SPCs and CDFs, 7 correct?</p> <p>8 A. Correct.</p> <p>9 Q. And to meet or exceed the compensation of a 10 dollar a day would be a dollar or more, correct?</p> <p>11 A. I would say yes. In regular language it would 12 be at least means the floor as you've said.</p> <p>13 Q. Correct.</p> <p>14 So back in 2008 for a place like Adelanto the 15 standard was at least a dollar a day not capped, 16 correct?</p> <p>17 MS. ARMSTRONG: Objection, calls for a legal 18 conclusion.</p> <p>19 THE WITNESS: I suppose you could interpret it 20 that way. It means a dollar.</p> <p>21 BY MR. CHAREST:</p> <p>22 Q. So we just got through -- You're the one that 23 suggested to me. I'm just trying -- Do you now not 24 agree with yourself?</p> <p>25 A. No. I want to make sure I'm being clear. In</p>	<p style="text-align: right;">Page 152</p> <p>1 THE WITNESS: And I just would like to clarify 2 that it can equal or exceed. I agree with that 3 statement, whether the - whether it's a floor, a 4 minimum it can - it can equal a dollar or more.</p> <p>5 BY MR. CHAREST:</p> <p>6 Q. Okay, focusing on Exhibit Six, please.</p> <p>7 MR. FREE: What was Exhibit Four according to 8 your -- We don't have an Exhibit Four. 9 We might need to backtrack.</p> <p>10 MR. CHAREST: I did skip Four.</p> <p>11 Sorry. My bad. I'll figure it out. I'll 12 give you --</p> <p>13 MS. ARMSTRONG: We can just call the next one 14 Four or something.</p> <p>15 MR. CHAREST: Yeah. We'll be fine.</p> <p>16 BY MR. CHAREST:</p> <p>17 Q. Look, if you would, on Six and do you 18 recognize this as an excerpt of the PBNDS 2011 19 unmodified with respect to Section 5.8, the voluntary 20 work program, sir?</p> <p>21 A. Yes.</p> <p>22 Q. Okay, and back to my part. Remember where we 23 had that talk about the standards affected?</p> <p>24 A. Uh-huh. (Affirmative response).</p> <p>25 Q. Yes?</p>

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<p>1 You need to say yes or no.</p> <p>2 A. Yes. Yes.</p> <p>3 Sorry.</p> <p>4 Q. And it says the Standards Affected, "This</p> <p>5 detention standard replaces voluntary work program dated</p> <p>6 December 2nd, 2008." Do you see where it says that?</p> <p>7 A. Sorry. Hold on.</p> <p>8 Q. It's on the first page, lower right.</p> <p>9 A. Okay. Yes.</p> <p>10 Q. Okay, so the detention standard that is</p> <p>11 replaced by this excerpt that is Exhibit Six is the</p> <p>12 standard we were just talking about that is Exhibit</p> <p>13 Five, the December 2nd, 2008 detention standard with</p> <p>14 respect to the voluntary work program, correct?</p> <p>15 A. Yes.</p> <p>16 Q. Okay, now let's look at K and see what's new</p> <p>17 on compensation.</p> <p>18 It says, "Detainees shall receive monetary</p> <p>19 compensation for work completed in accordance with the</p> <p>20 facility's standard policy," right?</p> <p>21 A. Uh-huh. (Affirmative response).</p> <p>22 Q. And then it goes on talking about the dollar a</p> <p>23 day. The standard that's in place as of 2011 is the</p> <p>24 compensation is at least one dollar per day. Have I</p> <p>25 accurately described the standard of compensation for</p>	<p>Page 153</p> <p>1 the loop and show - confirm for the record that we're -</p> <p>2 we've been talking about the same standard we can look</p> <p>3 at page 407 of Exhibit Two which is K, compensation.</p> <p>4 Are you with me?</p> <p>5 A. Uh-huh. (Affirmative response).</p> <p>6 Q. Is that a yes?</p> <p>7 A. Yes.</p> <p>8 Sorry.</p> <p>9 Q. It's okay.</p> <p>10 And you can either compare with me or agree</p> <p>11 with me that word for word K, compensation is identical</p> <p>12 between Exhibit Two and Exhibit Six? Do you agree with</p> <p>13 me, sir?</p> <p>14 A. Yes. They appear to be the same.</p> <p>15 Q. Okay, so, in fact, word for word all of</p> <p>16 Exhibit Six is the same as all of Section 5.8, voluntary</p> <p>17 work program which is on pages 405 to 409 of Exhibit</p> <p>18 Two, correct?</p> <p>19 A. So I haven't read side-by-side the entire</p> <p>20 documents but, in other words, if you're asking me is it</p> <p>21 just Section K that you're asking me to compare?</p> <p>22 Q. I'm not -- Well, my proposition is that all of</p> <p>23 Section 5.8 is the same since 2011 through the December,</p> <p>24 2016 revision.</p> <p>25 A. So as I said earlier, I worked at the Agency</p>
<p>1 the PBNDS 2011 unmodified?</p> <p>2 A. So I agree with you, yes, that that's what</p> <p>3 this document says.</p> <p>4 I don't know when this document was published</p> <p>5 by ICE. In other words, this is undated.</p> <p>6 Q. Okay, but whenever it was published is when it</p> <p>7 was published, right?</p> <p>8 A. Exactly.</p> <p>9 Q. And whatever was published is the date that</p> <p>10 ICE then said this is the standard that applies for</p> <p>11 facilities that are governed by PBNDS 2011, right?</p> <p>12 A. I agree this was an ICE standard. I agree it</p> <p>13 was binding at some point. I don't know when this</p> <p>14 version was issued because I do know there were multiple</p> <p>15 versions.</p> <p>16 Q. Sure, and we talked about the one that is</p> <p>17 Exhibit Two, right? That's the - the version you and I</p> <p>18 have been talking about all morning before lunch was the</p> <p>19 Section 5.8 from Exhibit Two which is the 2016 revision</p> <p>20 of the 2011 Performance-Based National Detention</p> <p>21 Standard, right?</p> <p>22 A. This version, the one you marked as Exhibit</p> <p>23 Two, is the one that evidences the revision December,</p> <p>24 2016, yes.</p> <p>25 Q. Right, and now what we can do is just to close</p>	<p>Page 154</p> <p>1 until 2017. I know that these standards were revised in</p> <p>2 2016 as is evidenced by Exhibit Two, so I believe there</p> <p>3 are changes. I believe there are changes even in 5.8</p> <p>4 that again because this is an undated version I don't</p> <p>5 know when this version, the one you've handed me and</p> <p>6 marked as Exhibit Six was published, so what - if you're</p> <p>7 asking me to agree that from 2011 to 2016 this standard</p> <p>8 hasn't changed then my answer would be no.</p> <p>9 Q. Okay. Well, can you identify a single word</p> <p>10 that's different in Section 5.8 between Exhibit Two and</p> <p>11 Exhibit Six?</p> <p>12 A. So again I haven't compared them word for word</p> <p>13 the whole pages, right, so --</p> <p>14 MS. ARMSTRONG: Would you like us to do that?</p> <p>15 BY MR. CHAREST:</p> <p>16 Q. We can do it off the record if you want and</p> <p>17 have a look at it. We'll do it on a break if you want</p> <p>18 to take your time to do it.</p> <p>19 If you don't know --</p> <p>20 MS. ARMSTRONG: I'd do it on the break just to</p> <p>21 make sure the record's clear.</p> <p>22 You can either have him do it now --</p> <p>23 MR. CHAREST: All right.</p> <p>24 MS. ARMSTRONG: -- or we won't do it at all.</p> <p>25 BY MR. CHAREST:</p>

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<p style="text-align: right;">Page 157</p> <p>1 Q. Are you aware of any differences between the 2 two documents?</p> <p>3 A. So the answer is I don't know because I 4 haven't compared the two documents.</p> <p>5 If there's something you'd like me to 6 specifically address, which I think you've already asked 7 me about Section K, Section K appears to be the same.</p> <p>8 Q. Okay, and when you put your hands over the 9 documents in front of you and said when I was at ICE I 10 knew that there were revisions to these standards, to be 11 real clear you meant all of the standards under the 12 PBNDS 2011 version, not just Section 5.8, correct?</p> <p>13 MS. ARMSTRONG: Objection, compound, vague. 14 THE WITNESS: So it's my understanding that at 15 the time I was at ICE there was a what I'll say is 16 a wholesale look at the standards for updating and 17 the decision was made not to - for lots of reasons 18 that I don't have any specificity on not to change 19 the PBNDS 2011 title, so this version was a PBNDS 20 2011 revised December, 2016, so there - there are 21 differences between the two.</p> <p>22 In fact, I mean again the numbers and the 23 pages are different, right? This is assuming 24 everything was the same. I mean this is page 407 25 and the - and the document you've handed me is</p>	<p style="text-align: right;">Page 159</p> <p>1 Q. So you think the standards went from the 2008 2 version that we have in Exhibit Five to something that 3 says a dollar a day no more in the 2011 standard to at 4 least a dollar a day in at least the 2016 version of the 5 2011 PBNDS? Is that your statement?</p> <p>6 A. That is my recollection.</p> <p>7 I know it was changed. I know there was 8 discussion about it when I was at ICE. You know, again 9 it's been a couple of years and ICE would be the best 10 person to ask for that chronology, but - but there were 11 changes in 2016 including I believe in that standard in 12 that Section.</p> <p>13 Q. And that presumes that the Exhibit Six which 14 doesn't reflect a revision date is actually a revision 15 to the 2011 standard?</p> <p>16 MS. ARMSTRONG: I'm just going to restate my 17 objection that it's an excerpt of a document.</p> <p>18 If we have the full document we can actually 19 compare them.</p> <p>20 THE WITNESS: Yeah, I mean again I have some 21 recollection of a version of these that didn't note 22 the errata and the changes, right? So, in other 23 words, again I think for all the reasons we've - 24 we're having difficulty here is there should be a 25 comparison between the two things.</p>
<p style="text-align: right;">Page 158</p> <p>1 Exhibit Six, you know, it's in the 300s, so again I 2 don't know what the differences are, but I know 3 there were differences.</p> <p>4 BY MR. CHAREST:</p> <p>5 Q. Yeah, I don't think we're disagreeing, but 6 it's really important you listen to my question, okay?</p> <p>7 When you're talking about these standards were 8 revised, you're not talking about any knowledge that you 9 have that Section 5.8 was revised, you're talking about 10 instead that the standards that are within the 2011 11 PBNDS writ large were revised, correct?</p> <p>12 A. No.</p> <p>13 So - so there was a key change it's my 14 understanding to the best of my recollection in 5.8, 15 specifically Section K that the language was changed to 16 the at least a dollar a day as a result of the 2016 17 changes.</p> <p>18 Q. Well, but you know that's not true by looking 19 at Exhibit Six, right?</p> <p>20 A. No, because what I - what I also know is that 21 I believe, and again this is based on my recollection, 22 there was a version of the revised 2016 standards that 23 did not have this caveat or qualification on the bottom 24 and I believe that's what this is, but your best - your 25 best source of that information would be ICE.</p>	<p style="text-align: right;">Page 160</p> <p>1 There were changes between the 2011 version of 2 the PBNDS and the 2011 PBNDS version from 2016.</p> <p>3 BY MR. CHAREST:</p> <p>4 Q. And you think there's changes in Section 5 5.8 --</p> <p>6 A. Yes.</p> <p>7 Q. -- and specifically in K?</p> <p>8 A. Yes.</p> <p>9 Q. Okay.</p> <p>10 A. But I would also say ICE would be the best 11 person or entity to ask that question to.</p> <p>12 Q. And whatever you think may have been changed 13 from one version to another to another it's not 14 reflected in any of the documents we're seeing here, 15 right?</p> <p>16 A. So again in my mind that - that this version 17 is a different version than Exhibit Two despite the fact 18 that they look the same. They're obviously not the same 19 even again because of the page numbering they're 20 different. Just the page numbers. This is Section.</p> <p>21 Q. Yes.</p> <p>22 A. -- K is in a different -- Putting aside the 23 Bates stamp, Section K is on the bottom of page 326 and 24 it's on page 407 in the version that is Exhibit Two --</p> <p>25 Q. Yeah, I understand that, but again this is --</p>

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<p>1 A. -- and I don't know why.</p> <p>2 Q. This is one of those situations where it's</p> <p>3 just best to listen to my question because I'm not - I'm</p> <p>4 just trying to tie it off.</p> <p>5 A. Yes, sir.</p> <p>6 Q. Your belief that there were the changes that</p> <p>7 you believe happened is not reflected in any of the</p> <p>8 documents that I put in front of you whether it be</p> <p>9 Exhibit Two, Exhibit Five, Exhibit Six as pertains to</p> <p>10 the voluntary work program, correct?</p> <p>11 A. I'm sorry, so Exhibit Two has language that is</p> <p>12 different than both -- Or sorry. Exhibit Five has</p> <p>13 language that is different than both Exhibit Two and</p> <p>14 Exhibit Six, yes.</p> <p>15 Q. Right, but Exhibit Two and Six do not have</p> <p>16 different language even though you think they should.</p> <p>17 A. So again I haven't compared the two word for</p> <p>18 word, but as it relates to Section K they are the same.</p> <p>19 Q. Even though you think they should be</p> <p>20 different?</p> <p>21 A. No. No. I don't think they should be</p> <p>22 different. All I'm saying is the - the release date or</p> <p>23 the - when this document was published by ICE is not on</p> <p>24 here, right? In other words, this purports to be a</p> <p>25 version of the PBNDS from 2011 and I'm - I'm going to</p>	<p>1 A. Okay.</p> <p>2 Q. With me?</p> <p>3 And there's seven expected outcomes under the</p> <p>4 voluntary work program description in the - in the</p> <p>5 contract between the parties, correct?</p> <p>6 A. There are seven items, yes.</p> <p>7 Q. Yes, and there are also seven expected</p> <p>8 outcomes in the 2011 PBNDS whether you're looking at</p> <p>9 Exhibit Six or Exhibit Two, correct?</p> <p>10 A. There are seven in both - in both Sections and</p> <p>11 there's a couple extra paragraphs in the actual standard</p> <p>12 it appears.</p> <p>13 Q. Right.</p> <p>14 And you can do it if you want, but are - do</p> <p>15 you agree with me that the seven expected outcomes that</p> <p>16 are listed in the contract either exactly or in sum and</p> <p>17 substance track the seven expected outcomes that are set</p> <p>18 out in the 2011 PBD - PBNDS whether you're looking at</p> <p>19 Exhibit Two or Six?</p> <p>20 A. So I haven't compared them.</p> <p>21 As I said earlier, I think that purports to be</p> <p>22 a summary of the outcomes, but it's not --</p> <p>23 Q. Let's do it --</p> <p>24 A. -- word for word.</p> <p>25 Q. -- if you want to. That's fine.</p>
<p>1 suggest that again from my best recollection that this</p> <p>2 version, there were multiple versions of this document -</p> <p>3 of the standards is what I'll say --</p> <p>4 Q. Okay.</p> <p>5 A. -- probably not made clear by ICE as it should</p> <p>6 be hence the confusion.</p> <p>7 Q. Well, we'll find out. I mean the documents</p> <p>8 are what they are, your memory is what it is.</p> <p>9 A. Understood.</p> <p>10 Q. You agree with me that if the documents don't</p> <p>11 reflect the change that you think happened you might be</p> <p>12 wrong?</p> <p>13 A. It is entirely possible that I'm wrong.</p> <p>14 Q. All right.</p> <p>15 MS. ARMSTRONG: I'm glad we got that all</p> <p>16 cleared up.</p> <p>17 MR. CHAREST: We're almost there.</p> <p>18 BY MR. CHAREST:</p> <p>19 Q. All right, so turning back then to Exhibit One</p> <p>20 which is the services contract, specifically the page we</p> <p>21 were looking at talking about the voluntary work program</p> <p>22 where it lists the expected outcomes in the agreement.</p> <p>23 A. Just point me to where you are, sir.</p> <p>24 Q. The - the top page - the top half of GOWER-GEO</p> <p>25 502.</p>	<p>1 Look, detainees -- You - I'll read from the</p> <p>2 contract and you read from the standard.</p> <p>3 A. Okay.</p> <p>4 Q. "Detainees may have opportunities to work and</p> <p>5 earn money while confined subject to the number of work</p> <p>6 opportunities available and within the constraints of</p> <p>7 safety, security and good order." Is that either</p> <p>8 exactly or in sum and substance the same as what's set</p> <p>9 out in the standard?</p> <p>10 A. Okay, again just because we haven't done the</p> <p>11 original comparison, do you want me to look at Exhibit</p> <p>12 Two or Exhibit Six?</p> <p>13 Q. You can look at them both because they're the</p> <p>14 same.</p> <p>15 A. They are largely the same.</p> <p>16 Q. Yes.</p> <p>17 The next one, "Detainees will be able to</p> <p>18 volunteer for work assignments but otherwise not be</p> <p>19 able - not be required to work except to do personal</p> <p>20 housekeeping."</p> <p>21 A. That appears also to be the same.</p> <p>22 Q. For both?</p> <p>23 A. Yes.</p> <p>24 Q. "Essential operations and services will be</p> <p>25 enhanced through productivity from detainees"?</p>

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1 A. Phrased differently but, yes.	1 A. Correct.
2 Q. The sum and substance the same, right?	2 Q. All right, now as far as I know there is no
3 A. Yes.	3 other description of the voluntary work program in this
4 Q. And by the way, Exhibit Two and Six are	4 agreement. Are you aware of any, sir?
5 identical, right?	5 A. Again to be clear which agreement are you
6 A. I'm looking at both Exhibit Two and Exhibit	6 talking about?
7 Six, so when I'm answering I mean for both.	7 Q. I'm sorry. The - the -- Exhibit One.
8 Q. And also that Two and Six are the same again,	8 A. So again I haven't flipped through every
9 right?	9 single page. I'm happy to do that, so if - so I can't -
10 A. I'm looking at expected outcomes paragraphs	10 I can't -- The answer is I don't know.
11 one through seven on both Exhibit Two and Exhibit Six	11 Q. Okay, can you point to anything, sir, that
12 and when I'm answering I'm looking at both and agreeing	12 limits GEO's ability to pay detainees more than a dollar
13 with you when they are the same.	13 a day for work done under the voluntary work program?
14 Q. Okay. Thank you.	14 A. In general or is there some - something you're
15 "The negative impact of confinement will be	15 referring to specifically?
16 reduced through less idleness, improved morale and fewer	16 Q. The whole wide everything.
17 disciplinary incidents." Same?	17 A. Well, the answer's I don't know because I
18 A. Yes.	18 have - unless I looked at every contract, right, that
19 Q. "Detainee working conditions will comply with	19 related and was very precise about the terms of the
20 all applicable Federal, State and local work safety law	20 contract I would say I couldn't answer that question.
21 and regulations." The same?	21 Q. Well, I'm not asking for you to tell me
22 A. Yes.	22 everything. I'm talking - I'm asking you to tell me
23 Q. "There will be no discrimination regarding	23 anything, so if you know of one reason why GEO cannot
24 voluntary work program access based on any detainee's	24 pay more than a dollar a day to detainees who work in
25 race, religion, national origin, gender, sexual	25 the voluntary work program, please tell me.
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1 orientation or disability." The same?	1 MS. ARMSTRONG: Objection, asked and answered.
2 A. Yes.	2 THE WITNESS: So I don't know, right, because
3 Q. All right, and the last one is the one you	3 just for the same reason I couldn't tell you what
4 said looked like a summary, and I agree with you, "The	4 they're obligated to do I couldn't in the - in the
5 applicable contents and procedures in this standard will	5 absence of the information tell you what they can't
6 be communicated to the designee" -- sorry -- "The	6 do, so all I - what I can say is the work that is
7 detainee in a language or manner which the detainee can	7 between the government and the service provider is
8 understand." Are the sum and substance the same of the	8 governed by the contract.
9 seven that's set out in both 5.8s?	9 BY MR. CHAREST:
10 A. Yes, but there's a material difference in the	10 Q. Yeah, we all agree the work is governed by the
11 way the 2016 version is at in terms of those with	11 contract. My question is not what is the work governed
12 limited proficiency has a lot more detail on - on the	12 by. My question is do you, sir, as the person who's
13 type of communication devices, braille, you know, audio	13 responsible for overseeing the auditing and compliance
14 recordings, TTY devices, et cetera, et cetera.	14 with the contract know of anything that prohibits GEO
15 Q. Right, so the seven - paragraph seven of VII	15 from paying more than a dollar a day to detainees at
16 between Exhibits Two and Six are different; is that	16 Adelanto who were working in the voluntary work program?
17 right?	17 MS. ARMSTRONG: Objection, asked and answered.
18 A. Yes.	18 THE WITNESS: Okay, so again I don't know
19 Q. Okay. All right, so getting back to the	19 because I am not personally - have personal
20 contract, the expected outcomes one through seven for	20 knowledge about every contract term, so - so the
21 the voluntary work program track in sum and substance -	21 answer's I don't know.
22 sum and substance the expected outcomes under the PBNDS	22 BY MR. CHAREST:
23 2011 standard whether it's the one we're looking at in	23 Q. Yeah. All right, that's fine. That's fine.
24 2006 or the -- Sorry -- Exhibit Six or Exhibit Two,	24 Is there anything that you're aware of in the
25 correct?	25 same vein to say that if GEO paid more than a dollar per

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<p>1 day to detainees who were involved in the voluntary work 2 program at Adelanto that GEO would be out of compliance 3 with its contract?</p> <p>4 A. I don't know. Again without being versed in 5 every contract term for every facility I couldn't really 6 ask - answer that question.</p> <p>7 Q. I'm talking about Adelanto, not every 8 facility.</p> <p>9 A. Oh, okay.</p> <p>10 Again I don't - I'm not as we already know I'm 11 not completely familiar with all the details of the 12 Adelanto contract or whatever agreement is in place now, 13 so I don't know if there's any limiting language.</p> <p>14 Q. And I don't want you to limit to your -- I 15 don't want you to limit your internal inquiry to just 16 what - just this contract or just that contract. Again 17 my question is as open and broad as it can be: Can you 18 think of anything in the whole world that would cause 19 GEO to think we can't pay more than a dollar a day to 20 the detainees who were working under the voluntary work 21 program at Adelanto because we'll be in violation of 22 some obligation to ICE?</p> <p>23 MS. ARMSTRONG: Objection, asked and answered.</p> <p>24 THE WITNESS: So I'm afraid I have to answer 25 the question the same way which is I don't know</p>	<p>1 MS. ARMSTRONG: I don't think that was an 2 agreement.</p> <p>3 Are you going to let him answer the question 4 before you interrupt?</p> <p>5 MR. CHAREST: I would love for him to answer 6 the question.</p> <p>7 MS. ARMSTRONG: Is that a question?</p> <p>8 MR. CHAREST: We're not doing that.</p> <p>9 MS. ARMSTRONG: Okay. Well, the record is 10 what it is.</p> <p>11 MR. CHAREST: It is.</p> <p>12 MS. ARMSTRONG: You could just agree, but you 13 won't.</p> <p>14 BY MR. CHAREST:</p> <p>15 Q. Do you know of any reason why GEO's payment of 16 more than a dollar a day to the detainees who work in 17 the voluntary work program would inhibit its ability to 18 comply with standards pertaining to staffing in 19 administration?</p> <p>20 A. So I don't know.</p> <p>21 Q. Okay.</p> <p>22 If someone threatened to put a detainee into 23 solitary confinement for stopping work under the 24 voluntary work program, would that be a violation of one 25 of the PBNDS standards?</p>
<p>1 because I'm not personally familiar with every 2 contract term, so - so for all the reasons that I 3 just said in terms of what the nature of the 4 agreement is between GEO and ICE and every term for 5 every particular item because this is one of many I 6 can't really answer that question.</p> <p>7 BY MR. CHAREST:</p> <p>8 Q. Okay, so you don't know of any reason why GEO 9 is precluded from paying more than a dollar a day, 10 correct?</p> <p>11 MS. ARMSTRONG: Objection, asked and answered.</p> <p>12 THE WITNESS: I only know that --</p> <p>13 BY MR. CHAREST:</p> <p>14 Q. Well, just answer my question. Do you know or 15 not is the question?</p> <p>16 A. I don't know.</p> <p>17 MS. ARMSTRONG: Please let him -- Can you let 18 him finish his answers?</p> <p>19 MR. CHAREST: I did.</p> <p>20 MS. ARMSTRONG: Can we do that going forward? 21 Can we agree that you're going to let him finish 22 before you ask your next question?</p> <p>23 I can't get that agreement from you?</p> <p>24 MR. CHAREST: If he answers the question I 25 will let him answer the question.</p>	<p>1 MS. ARMSTRONG: Objection, calls for 2 speculation.</p> <p>3 THE WITNESS: So if I understand correctly, 4 if - if you have somebody that is enrolled and as 5 an agreement is participating in the voluntary work 6 program is a possible sanction placement in a 7 special management unit?</p> <p>8 BY MR. CHAREST:</p> <p>9 Q. I guess that's right, yeah.</p> <p>10 A. Okay, it's my understanding that you cannot do 11 that.</p> <p>12 Q. And if it's done that's a violation of the 13 standard under the agreement between GEO and ICE, 14 correct?</p> <p>15 A. I don't think the performance-based standard 16 permits that.</p> <p>17 Q. Okay, so given that the performance-based 18 standard does not permit that type of behavior, that 19 type of behavior would violate the performance-based 20 standards and therefore would violate the agreement 21 between ICE and GEO, correct?</p> <p>22 MS. ARMSTRONG: Objection, calls for a legal 23 conclusion.</p> <p>24 THE WITNESS: Right. What I would say when 25 you say violate the agreement, you know --</p>

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1 BY MR. CHAREST: 2 Q. Fair. Okay, I'm with you. 3 A. Right. 4 Q. Okay, let me - let me - let me cut it down a 5 little bit. 6 Given that type of performance is not 7 permitted under the - under the standards that type of - 8 that type of activity would violate at least the 9 standard, correct? 10 A. Agree, yes. 11 Q. Thank you. 12 How about if the detainee was told that they 13 would be put into solitary confinement if they 14 encouraged other detainees to stop work? 15 MS. ARMSTRONG: Objection, calls for 16 speculation. 17 THE WITNESS: So I've not been confronted with 18 that situation, so I mean I don't know. 19 BY MR. CHAREST: 20 Q. Do you agree that GEO in the performance of 21 its obligations in trying to meet these standards 22 benefits from the labor provided by the detained migrant 23 under the voluntary work program? 24 MS. ARMSTRONG: Objection. 25 THE WITNESS: No.	1 Q. At a cost to GEO, correct? 2 A. At a cost to ICE. 3 Q. Well, depending on the contract, I guess, 4 right? We had that go round about what type of contract 5 this is. We don't need to do that again -- 6 A. Okay. 7 Q. -- but before ICE pays for it GEO pays for the 8 cost, right? 9 A. Well, again as we - as we went back all of 10 that is decided in the RFP in response to the RFP 11 process, so if the Agency says government, you know, 12 suppliers, provide us with a proposal that includes a 13 barber then the responses would include a barber. If 14 the proposal says, you know, assume, you know, the 15 barber will be part of the voluntary work program then 16 that's the assumption that's built into the proposal, 17 the pricing, the staffing, it's sort of this cascading 18 process, so it's not something that's decided once the 19 contract is signed. It's part of the overall agreement 20 that is part of the preliminary process, if you will. 21 Q. I take your point, but I think we can both 22 agree that the services and operations that are 23 performed by GEO are "enhanced" through the voluntary 24 work program, correct? 25 A. I think that enhancement is to the detainees'
1 MS. ARMSTRONG: Vague. 2 BY MR. CHAREST: 3 Q. You don't think GEO benefits at all? 4 A. I think we are only responding to what ICE 5 asks us to do, so if ICE asked us to have a voluntary 6 work program, we have the voluntary work program. If it 7 wasn't part of the ICE standards, and let's just say for 8 like the Marshals Service where they don't have a 9 detainee work program we have very similar facilities 10 that operate without a detainee work program, so we're a 11 service provider based on the government's requirements 12 and we have no sort of stake in that - in that whether 13 they have it or not. 14 Q. Well, let's tee that up and just use the 15 barber as an example, okay? 16 If the detainee work program did not supply a 17 barber, if that was excluded from the type of work that 18 was permitted, GEO would have to pay someone to be a 19 barber, correct? 20 A. It - again if you talked about hygiene as a 21 requirement under the contract -- 22 Q. Yes, sir. 23 A. -- and obviously grooming is a part of the 24 standard so, yes, it would be a service that would - 25 that GEO would provide under the contract.	1 benefit, not to GEO's benefit as I read that. 2 Q. Meaning ultimately the - the recipient of the 3 service is the person getting their hair cut, right? 4 A. Or learning to give haircuts. I mean -- 5 Q. Oh, the - the enhancement goes to the detainee 6 laborer? That's your position? 7 A. Well, as you said as we went through the seven 8 expected outcomes, reducing idleness and not having 9 people, you know, idle that's the enhancement, so -- 10 Q. Careful. Are you sure? 11 A. It says, "The negative impact of confinement 12 shall be reduced through decreased idleness, improve 13 morale and fewer disciplinary incidents." 14 Q. Right. That's -- 15 A. That's -- 16 Q. -- number four. 17 A. Right. 18 Q. Number three is different though, right? 19 Number three says, "Essential operations and services 20 shall be enhanced through detainee productivity," right? 21 A. Right. As we talked about earlier that was we 22 don't want to waste people's time, right? They wouldn't 23 be -- I'm not sure -- 24 Q. What's the thing that's being enhanced in 25 number three, sir?

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1 A. I think the overall experience. I mean 2 confinement can be challenging for folks so, you know, 3 the - the overall sort of atmosphere is enhanced. 4 Q. It doesn't say that though, does it? It says 5 literally operations and services are the thing that's 6 being enhanced, right? 7 A. Again -- 8 Q. The words are, right? 9 MS. ARMSTRONG: Please let Mr. Ragsdale finish 10 his answers. We've gone over this now three times 11 and you continue to interrupt the witness when you 12 don't like the answers that he's given. I'll 13 continue to bring it up everytime you do it until 14 you stop. 15 BY MR. CHAREST: 16 Q. Those are what the words say, right, sir? 17 A. So I interpret them differently than you do 18 I - it appears. 19 Q. Well, there is four words in a row before the 20 word shall, right? The first word is essential, the 21 second word is operations, the third word is and and the 22 fourth word is services, right? 23 A. Uh-huh. (Affirmative response). 24 Q. Those are the things that shall be enhanced, 25 correct?	1 productivity? 2 A. That's an expected outcome. 3 Q. And the services provided by GEO are enhanced 4 by - through detainee productivity, correct? 5 MS. ARMSTRONG: Objection, misstates prior 6 testimony. 7 THE WITNESS: Again as I said it's not 8 supposed to waste people's time and sort of work in 9 the opposite way. 10 BY MR. CHAREST: 11 Q. Yeah. 12 A. Right? 13 So in other words, we are - we are looking for 14 the totality of the environment. In other words, we 15 don't want to be working on cross purposes. 16 Q. Sir, are the services that GEO provides 17 enhanced through detainee productivity? 18 MS. ARMSTRONG: Objection, asked and answered. 19 THE WITNESS: I don't know how to answer your 20 question. 21 BY MR. CHAREST: 22 Q. Yes or no would be nice. 23 A. I don't really understand your question then. 24 Q. Are the services that GEO provides enhanced 25 through detainee productivity?
1 MS. ARMSTRONG: Objection, asked and answered. 2 THE WITNESS: That's what I said before, not 3 wasting people's time. 4 BY MR. CHAREST: 5 Q. But the thing that's being enhanced is the 6 operation and services, not people's time or were 7 detainee experience, right? 8 MS. ARMSTRONG: Objection, asked and answered. 9 THE WITNESS: But the detainees - the services 10 are for the detainees, the operations benefit the 11 detainees, so again the way I look at that is 12 because again if you want to pull paragraph three 13 out of the seven I mean I think as we've - since 14 we've read them all to me I read that saying again 15 we're not going to waste people's time and the next 16 paragraph talks about what we expect an outcome to 17 be which is people should have a better experience 18 by not being idle. 19 BY MR. CHAREST: 20 Q. So you don't agree with me that the operations 21 are enhanced through detainee productivity? 22 MS. ARMSTRONG: Objection, asked and answered. 23 THE WITNESS: I didn't say that, no. 24 BY MR. CHAREST: 25 Q. Are the operations enhanced through detainee	1 MS. ARMSTRONG: Objection, asked and answered. 2 THE WITNESS: That is an expected outcome, 3 yes. 4 BY MR. CHAREST: 5 Q. Thank you. 6 This is one of those questions that sounds 7 silly and if you don't understand why I'm asking it I 8 mean we can clarify, but we'll just go for it here: GEO 9 knows that the labor that's being done by the detainees 10 in the voluntary work program is happening, correct? 11 GEO is aware of that activity, correct? 12 A. It's under - it's required under the standards 13 in the contract so, yes. 14 Q. And GEO is not preventing the work that's 15 being done pursuant to the voluntary work program by the 16 detainees, correct? 17 A. Preventing? No. It would be the opposite, I 18 think. 19 Q. Are the detainees at Adelanto subject to 20 physical restraint under any set of facts during their 21 time there? 22 A. There's a standard on security. Obviously, 23 you know, you have a blended set of detainees, some 24 folks who present a security risk, some folks that 25 don't, but there's - there's a regime of security that -

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<p style="text-align: right;">Page 181</p> <p>1 that obviously potentially has people in restraints 2 whether being transported during intake, et cetera. 3 Q. Would it be appropriate or inappropriate under 4 the standards as you understand them for someone to 5 threaten a detainee's immigration proceeding in exchange 6 for getting them to work in the voluntary work program? 7 MS. ARMSTRONG: Objection, vague, calls for 8 speculation. 9 THE WITNESS: So if I understand your 10 question -- I mean first of all a threat is never 11 appropriate, so I mean the answer would be no. 12 BY MR. CHAREST: 13 Q. Okay, it's inappropriate? 14 A. It's not appropriate in terms of the Code of 15 Conduct, it's not appropriate under the standards. I 16 mean it's - it's -- I mean it's fairly obvious, I 17 suppose. 18 Q. These are the I think things we both agree on. 19 I'm just making sure we - we read the standards the same 20 way. 21 And the same thing, the threat of force would 22 be inappropriate, correct? 23 A. Correct. 24 Q. The threat of physical restraints outside the 25 prescribed uses under the standards would also be</p>	<p style="text-align: right;">Page 183</p> <p>1 have agendas that are, I think, inconsistent with 2 management functions that the Cabinet Secretary and some 3 of the component heads have to do. Like every audit 4 they follow Generally Accepted Audit Principles that 5 their GAO puts out or, you know, general, you know, 6 auditing standards from other sources, but every audit 7 is a snapshot and I think they - they have an 8 interesting role in - in publishing their results 9 sometimes in a way that is more sensational than - than 10 helpful to the - the functions of the - of the Agency. 11 Q. Do you think their current OIG has 12 that potential -- Do you think the current OIG manifests 13 that potential concern you raised? 14 A. Well, the current IG, John Kelly just retired 15 because he was accused of manipulating reports on FEMA's 16 activity and decided it was time for him to go so, you 17 know, again I don't know John Kelly in particular. I 18 knew the last IG, John Roth. 19 You know, the Inspector General - you know, 20 ICE has an internal Office of Professional 21 Responsibility function where we have criminal 22 investigators that handle misconduct investigations. 23 I'm certainly familiar with their work. The Inspector 24 General does that, also. It's generally a very small 25 organization, so if you can imagine ICE had twenty</p>
<p style="text-align: right;">Page 182</p> <p>1 inappropriate, correct? 2 A. The standard occupies the field so, yes. 3 Q. I like the way you said that. I'll try to 4 remember that, actually. 5 I'm scrambling around for Exhibit Four. Give 6 me a second. 7 What do you know about the Office of Inspector 8 General, sir? 9 A. I know that as a Cabinet level department the 10 Department of Homeland Security has an Inspector 11 General. It's a Senate confirmed politically appointed 12 position. That person is supposed to help the Secretary 13 in whatever Cabinet department to, you know, run the 14 department in an - an efficient way. It's a, you know, 15 a credit to its mission and the taxpayer. 16 Q. Do you believe the OIG achieves its mission in 17 that regard vis-a-vis ICE? 18 A. I have an opinion about the -- I mean my 19 personal opinion about the Inspector General? I mean 20 I - you have -- 21 Q. Sure. 22 A. -- to give me a little more detail. 23 Q. That's what I want. 24 A. So the Inspector General has obviously a vital 25 role to play, but as political appointees they sometimes</p>	<p style="text-align: right;">Page 184</p> <p>1 thousand employees and I would say the Office of the 2 Inspector General had a couple hundred, so - and is 3 responsible for all seven operating components of the 4 Department of Homeland Security and all audits, so I 5 mean they're spread at sort of an inch deep and a mile 6 wide and that same auditor that could be auditing an ICE 7 Detention Facility could be looking at a TSA screening 8 machine and then a Coast Guard cutter in the same year, 9 so again I mean I think, you know, all criticism can be 10 helpful and certainly everybody has an obligation to do 11 their best. Whether the Inspector General process is 12 always the best way to get to the best result, I would 13 have mixed - mixed views. 14 Q. Aside from the Office of the Inspector General 15 there are other - there are other auditors even aside 16 from your folks that oversee - well, I guess generally 17 ICE but also more specifically GEO's performance under 18 ICE contracts; is that right? 19 A. So if you're referring to ICE, ICE Enforcement 20 Removal Operations performs audits. ICE's Office of 21 Professional Responsibilities, Office of Detention 22 Oversight provide - you know, does auditing and then the 23 Department's Office of Civil Rights and Civil Liberties 24 also does auditing. 25 Q. That's within ICE?</p>

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1 A. No. No. That's within the Department.	1 spilled into 2018.
2 Q. I'm sorry. The DHS level?	2 Q. What - when that happens, when there's that
3 A. Correct.	3 type of inspection are they announced or unannounced, or
4 Q. Thank you.	4 how does that play out?
5 Sorry.	5 A. Both the Office of Inspector General and the
6 A. It's not Senate confirmed, but it's a	6 DHS's Office for Civil Rights and Civil Liberties have
7 political appointment that works with the Secretary.	7 independent statutory authority to make unannounced
8 Q. Okay.	8 audits, so it is entirely their prerogative to do - to
9 Who is the Nakamoto Group?	9 do either.
10 A. The Nakamoto Group is a subcontractor that	10 I know from my experience at ICE that unlike
11 works for ICE to do auditing.	11 the Office of Inspector General the Office of Civil
12 Q. And what does the Nakamoto Group audit to your	12 Rights and Civil Liberties will generally coordinate
13 understanding?	13 with the Agency before they go.
14 A. I'm not precisely familiar with the contract	14 Q. Meaning announce before they show up?
15 that ICE has with the Nakamoto Group. I know they	15 A. Correct.
16 perform PBNDS audits, I know they also work for the	16 Q. When -- Do you know if the Adelanto facility
17 Marshals Service. I mean they are a business that does	17 aside from the Office of Inspector General has ever been
18 auditing for various Federal agencies.	18 inspected by anyone who did not tell either GEO or ICE
19 Q. Do you know the last time that either ICE or	19 that they were coming to inspect?
20 the Nakamoto Group inspected, performed that type of	20 A. One more time.
21 inspection at Adelanto?	21 Q. Has anyone ever showed up at Adelanto other
22 A. I don't know --	22 than OIG unannounced for an inspection?
23 MS. ARMSTRONG: Objection vague.	23 MS. ARMSTRONG: Objection, vague.
24 THE WITNESS: I don't know the date.	24 THE WITNESS: I don't know.
25 BY MR. CHAREST:	25 BY MR. CHAREST:
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1 Q. Do you know like within a year, two years kind	1 Q. Well, then let me flip it the other way.
2 of range?	2 Are you aware of that ever happening?
3 A. I don't know precisely when ICE or Nakamoto on	3 MS. ARMSTRONG: Same objection.
4 their behalf audited Adelanto, no.	4 THE WITNESS: I would be guessing, so I really
5 Q. I'm not trying to be rude, but I didn't ask	5 don't know because you've asked about unannounced
6 precisely. Do you know even generally, within a year,	6 audits.
7 within two years?	7 BY MR. CHAREST:
8 A. I actually don't know whether it was in the	8 Q. Yes, sir.
9 last year or two.	9 A. Yeah, I don't know.
10 Q. Okay.	10 Q. Well, so you're not aware of a single
11 Are you aware whether or not the Nakamoto	11 unannounced audit, right?
12 Group has audited even since you've been at GEO?	12 A. I believe the Inspector General audits were
13 A. Yes.	13 unannounced.
14 Q. At the Adelanto facility. I'm sorry. The	14 Q. Okay, in fairness my original question
15 Adelanto facility.	15 excluded them, so let me be more clear.
16 A. Again I don't know the precise times ICE has	16 You're not aware of a single unannounced audit
17 been to the Adelanto facility. I do know that the	17 other than the Office of Inspector General, correct?
18 Inspector General has been at the facility and other	18 A. No, because actually let me be clear that ICE
19 folks.	19 is there and walks around the facility everyday, so in
20 Q. Hold on a second. I'm trying to get a	20 terms of, you know, no announcement, you know, our
21 question.	21 client is there all the time, so they - they are there
22 Okay, the Office -- Do you know when the last	22 to inspect in an unannounced way anytime they see fit.
23 time the Office for Civil Rights and Civil Liberties	23 Q. So -- Okay, but that's someone that is at the
24 visited the Adelanto facility?	24 location all the time, right? I'm talking about as an
25 A. I believe in 2017, but it could have actually	25 auditor, an inspector, someone not really necessarily a

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1 third-party but someone tasked with the job of coming in
2 and inspecting, are you aware of any of that sort of
3 event ever happening aside from the Office of Inspector
4 General?

5 A. So I should also add that ICE has something
6 called a detention service monitor --

7 Q. Okay.

8 A. -- which is an on site ICE employee that is
9 responsible for essentially monitoring conditions, so
10 that's a job that happens forty hours a week, you know,
11 for the entire year. That person works for the - the
12 larger field office, if you will so, in other words,
13 there's an Assistant Field Office Director who's
14 responsible for the ICE employees at that location and
15 then a detention service monitor is a person who I
16 believe works for ICE headquarters that is responsible
17 for looking at conditions, and obviously that's also not
18 unannounced because they're there everyday.

19 Q. Right.

20 A. Or actually I should say they may have more
21 than one facility, but they're there for some, you know,
22 period of time.

23 Q. Okay, I think I still didn't get an answer
24 though to my question which is are you aware of any
25 unannounced inspections by anyone other than the Office

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4

DECLARATION UNDER PENALTY OF PERJURY

5 I declare under penalty of perjury that
6 I have read the entire transcript of my Depo-
sition taken in the captioned matter or the
7 same has been read to me, and the same is
true and accurate, save and except for
8 changes and/or corrections, if any, as indi-
cated by me on the DEPOSITION ERRATA SHEET
9 hereof, with the understanding that I offer
these changes as if still under oath.

10
11
12 Daniel Ragsdale
13

14 NOTARIZATION OF CHANGES
15 (If Required)
16
17 Subscribed and sworn to on the _____ day of
18 _____, 20____ before me,
20
21 (Notary Sign) _____
22
23 (Print Name) Notary Public,
24
25 in and for the State of _____

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1 of Inspector General?

2 A. Again, in other words, if you wanted to say
3 that - use the term like an official audit I'm not
4 aware.

5 Q. Okay.

6 You, I assume, have looked over the OIG
7 reports that pertain to Adelanto before?

8 A. I have, yes.

9 Q. All right, actually I need to organize. I'm
10 sorry. So can we take five?

11 A. Sure.

12 MR. CHAREST: All right, thanks.

13 THE VIDEOGRAPHER: We are going off the video
14 record 2:01 p.m.

15
16 (Whereupon, there was a brief recess observed)

17
18
19 (CONTINUED TO VOLUME II)

20

21

22

23

24

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4 Page No. _____ Line No. _____ Change to: _____

5 Reason for change: _____

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23 Reason for change: _____

24 _____

25 SIGNATURE: _____ DATE: _____

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5 Reason for change: _____

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22 _____

23 Reason for change: _____

24 _____

SIGNATURE: _____ DATE: _____

25 Daniel Ragsdale

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1	UNITED STATES DISTRICT COURT	1	INDEX
2	CENTRAL DISTRICT OF CALIFORNIA	2	
3	EASTERN DIVISION	3	WITNESS
4	CIVIL ACTION NO. 5:17-cv-02514-JGB	4	DANIEL RAGSDALE
5	RAUL NOVOA and JAIME CAMPOS FUENTES, individually and on behalf of all	5	DIRECT EXAMINATION CONTINUED BY MR. CHAREST
6	others similarly situated,	6	194
7	Plaintiffs, vs.	7	INDEX TO EXHIBITS
8	THE GEO GROUP, INC.,	8	EXHIBITS
9	Defendant, _____ /	9	EXHIBIT 4 ADELANTO DETENTION FACILITY WELCOME BOOK
10	VIDEOTAPED DEPOSITION OF DANIEL RAGSDALE	10	EXHIBIT 7 MANAGEMENT ALERT-ISSUES REQUIRING ACTION AT THE ADELANTO ICE PROCESSING CENTER
11	VOLUME II, PAGES 191-348	11	EXHIBIT 8 CONCERNS ABOUT ICE DETAINEE TREATMENT AND CARE AT FOUR DETENTION FACILITIES
12	WEDNESDAY, JUNE 12th, 2019	12	EXHIBIT 9 DECLARATION OF GABRIEL VALDEZ
13	515 EAST LAS OLAS BOULEVARD, SUITE 1200	13	331
14	FORT LAUDERDALE, FLORIDA	14	(ORIGINAL EXHIBITS INCLUDED WITH ORIGINAL TRANSCRIPT)
15	9:03 a.m. - 5:40 p.m.	15	
16	STENOGRAPHICALLY REPORTED BY:	16	
17	VALERIE LEHTO, REGISTERED PROFESSIONAL REPORTER	17	
18	NOTARY PUBLIC, STATE OF FLORIDA	18	
19	ESQUIRE DEPOSITION SERVICES	19	
20	FORT LAUDERDALE OFFICE	20	
21		21	
22		22	
23		23	
24		24	
25		25	
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1	APPEARANCES:	1	(CONTINUED FROM VOLUME I)
2	APPEARING ON BEHALF OF THE PLAINTIFFS:	2	
3	BURNS, CHAREST, LLP.	3	THE VIDEOGRAPHER: We are back on the video
4	BY: DANIEL H. CHAREST, ESQUIRE.	4	record 2:15 p.m.
5	BY: LYDIA A. WRIGHT, ESQUIRE.	5	(Whereupon, Exhibit 4 was marked)
6	365 CANAL STREET, SUITE 1170	6	
7	NEW ORLEANS, LOUISIANA 70130	7	DIRECT EXAMINATION CONTINUED
8	(504) 799-2845	8	BY MR. CHAREST:
9	dcharest@burnscharest.com	9	Q. I found Exhibit Four.
10	lwright@burnscharest.com	10	A. Thank you.
11	LAW OFFICE OF R. ANDREW FREE.	11	Q. I've just handed you a document that's been
12	BY: R. ANDREW FREE, ESQUIRE.	12	marked as Exhibit Four. It is a document that is under
13	BY: HENRIETTE VINET-MARTIN, ESQUIRE.	13	the GEO Corrections, I guess I'd call it. It's not
14	2004 8th AVENUE SOUTH	14	really a letterhead but under its emblem. The title of
15	NASHVILLE, TENNESSEE 37204	15	the document reads Adelanto Detention Facility Welcome
16	(844) 321-3221	16	Book and the recipient is the American Correctional
17	andrew@immigrantvivilrights.com	17	Association Audit.
18	APPEARING ON BEHALF OF THE DEFENDANT:	18	Tell us, sir, who is - how the American
19	HOLLAND & KNIGHT.	19	Correctional Association comes to audit the GEO
20	BY: SHANNON L. ARMSTRONG, ESQUIRE.	20	facilities generally and specifically at Adelanto?
21	BY: J. MATTHEW DONOHUE, ESQUIRE.	21	A. So the American Corrections Association
22	111 SOUTHWEST FIFTH AVENUE	22	performs accreditation audits. They do that through
23	2300 U.S. BANCORP TOWER	23	what we call file reviews, so we build files for a
24	PORTLAND, OREGON 97204	24	particular facility based on the applicable version of
25	(503) 517-2913	25	the ACA standards. I've never seen this document before

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<p>1 though.</p> <p>2 Q. Okay, so you're not familiar with the document</p> <p>3 that's been marked as Exhibit Four?</p> <p>4 A. No.</p> <p>5 Q. Okay, did you know that in connection with</p> <p>6 audits performed by the ACA that the Adelanto - Adelanto</p> <p>7 Detention Facility actually created a welcome book for</p> <p>8 the auditors?</p> <p>9 A. I did not know that. This looks -- Again I've</p> <p>10 never seen it before.</p> <p>11 Q. Yeah. Okay, surely if the facility management</p> <p>12 or staff are creating a welcome book that suggests some</p> <p>13 sort of prior knowledge of the arrival of the ACA</p> <p>14 auditors? Yeah?</p> <p>15 A. Yes. An ACA audit is a scheduled event, yes.</p> <p>16 Q. Okay, is that always true the ACA audits are</p> <p>17 always scheduled?</p> <p>18 A. So an ACA accreditation audit is a multi part</p> <p>19 process. They happen on an, you know, at an interval</p> <p>20 and then in addition - in addition after the audit the</p> <p>21 facility goes to what's called a panel hearing and then</p> <p>22 at the hearing the - just the audit results are</p> <p>23 discussed among ACA what they call commissioners with</p> <p>24 the Facility Administrator, either me or someone from my</p> <p>25 staff is there with the Facility Administrator and they</p>	<p>1 meant - what I meant to say, I guess, or I had in my</p> <p>2 mind was people that are involved in Corrections one way</p> <p>3 or the other, Corrections or Detention.</p> <p>4 A. Yes. Again I couldn't speak to the, you know,</p> <p>5 all the commissioners, but from what I've seen, yes,</p> <p>6 it's people that work in that field.</p> <p>7 Q. And in your capacity at GEO it's your job to</p> <p>8 navigate any particular facility through that approval</p> <p>9 process or accreditation process?</p> <p>10 A. Yes. In other words, we - we work to get them</p> <p>11 sort of ready for the audit.</p> <p>12 Q. The facility when you say they?</p> <p>13 A. Correct. Yes.</p> <p>14 Q. And you apply your understanding of applicable</p> <p>15 standards and try and tune up their performance to make</p> <p>16 sure when the auditors come everything is all good to</p> <p>17 go; is that right?</p> <p>18 A. Well, let's put it this way: We do, you know,</p> <p>19 what we call a mock audit, so it's pretty</p> <p>20 self-explanatory and then we give those results to the</p> <p>21 facility and the folks that are obviously in charge.</p> <p>22 Some of it may be just a question of getting</p> <p>23 appropriate documentation together which is really most</p> <p>24 of the case because again I mean all of these things as</p> <p>25 with just auditing generally is they're samples, right?</p>
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<p>1 go over the report. There are mandatory and</p> <p>2 non-mandatory standards. There's a book of sort of</p> <p>3 again a file that evidences compliance and then the</p> <p>4 commissioners vote on whether or not to grant</p> <p>5 accreditation following the audit.</p> <p>6 Q. Who is on the Board, the commissioners? Like</p> <p>7 what type of people are sitting on that?</p> <p>8 A. So I've only been to I think two of the</p> <p>9 conferences where they've done panel hearings, two or</p> <p>10 three, and they were folks ranging from, you know,</p> <p>11 obviously other Correctional folks, there would have</p> <p>12 been medical doctors, there are people from various</p> <p>13 State Department of Corrections. I mean I believe</p> <p>14 there's fifteen hundred organizations that are part of</p> <p>15 the ACA group, so I believe they sort of cross pollinate</p> <p>16 on various committees.</p> <p>17 Q. Fundamentally they are industry appointees</p> <p>18 though, right? I mean the people that are in the</p> <p>19 industry that are on the panels.</p> <p>20 A. When you say industry in a general sense that</p> <p>21 they are people that either work in the government. I</p> <p>22 mean there - most of the people I've seen are all</p> <p>23 government employees. I've not seen anybody from a</p> <p>24 commissioner that's been from a private industry person.</p> <p>25 Q. I was thinking of when I said industry I</p>	<p>1 They don't - they don't look at every person that have</p> <p>2 come and gone from a facility over a period of time.</p> <p>3 The volume would be too great.</p> <p>4 Q. Right.</p> <p>5 In addition to documentation problems like</p> <p>6 recordation of this or that there are substantive</p> <p>7 violations that could unearth whether through the mock</p> <p>8 audit or the audit process itself, right?</p> <p>9 A. There are certainly things where we identify</p> <p>10 problems and, yes, they can be fixed, yes.</p> <p>11 Q. And is that part of your job too to fix those</p> <p>12 or make sure the fixes get done or do you just identify</p> <p>13 them and sort of pass them on to somebody else?</p> <p>14 A. So the process that I'm responsible for is</p> <p>15 when we find an area of noncompliance we work with the</p> <p>16 facility to create what's called a corrective action</p> <p>17 plan, we capture that information so, in other words, if</p> <p>18 we say, you know, somebody has keep on person</p> <p>19 medication, let's just say it's Tylenol and there's not</p> <p>20 a record that shows a person was taking it three times a</p> <p>21 day, that could be because they didn't understand, it</p> <p>22 could be because, you know, they - they -- For a variety</p> <p>23 of reasons, so we would look at sort of the root cause</p> <p>24 of what that finding of noncompliance was, partner with</p> <p>25 them to create a corrective action plan and then capture</p>

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<p>1 that and then essentially audit that the next time we 2 come to make sure it was successful. 3 Q. When is the next time we come? What's the 4 frequency or the cycle behind that corrective action 5 plan in your experience?</p> <p>6 A. So we do an annual corporate audit, as I 7 mentioned earlier, and then we do a follow-up audit so, 8 in other words, we at least from my Department it's a - 9 it's essentially a two times a year visit. However, the 10 facility has a person called a Compliance Administrator 11 that works for the Facility Administrator that is - that 12 is on a quarterly basis or depending on what the actual 13 corrective action plan says will test for compliance to 14 make sure that corrective action plan is working.</p> <p>15 Q. And then that person, I forgot the title, 16 reports back to your group and says, you know, thumb's 17 up, we've got it done, we've got it taken care of?</p> <p>18 A. They send electronic updates.</p> <p>19 Q. I'm being colloquial but, yeah, okay, that 20 person at the location reports back to the auditing 21 group saying we have achieved the corrective action that 22 we both agreed we would need to do and then that gets 23 taken off the books as it were or said or checked off as 24 being completed?</p> <p>25 A. Yes. Certain -- And again if you looked at</p>	<p>1 nothing gets done; is that right? 2 A. No. So -- 3 Q. Or nothing gets fixed, I guess? Things get 4 done but there's no fix? 5 A. No. I'm sorry. So let me - let me try this 6 again.</p> <p>7 So after the finding of noncompliance a 8 corrective action plan is created. In less than say six 9 months from that date we do our follow-up audit, but in 10 the meantime the facility on a quarterly basis has to 11 update us as to their process - as to their progress, if 12 you will, so - so what I'll say is some things can be 13 immediately corrected, some things require a corrective 14 action plan that would require some modification of some 15 type or staffing change or something like that, so we 16 give them a little opportunity to fix it.</p> <p>17 Obviously if it's a life safety issue then, 18 you know, those - we move at alacrity when there are 19 reasons to.</p> <p>20 Q. What - what's the determining factor as to 21 whether alacrity is required or not? Is there like a 22 standard, or how does it play out?</p> <p>23 A. I would hopefully say common sense.</p> <p>24 If it's - if it's a recordkeeping issue that 25 obviously has a certain response, right? It could be a</p>
<p>1 the Inspector General report you'd see like open and 2 resolved or closed. It's some version of that. 3 Q. Okay.</p> <p>4 A. And it also has to be sustained compliance, 5 right? So other words it can't be compliance for a day 6 if it's something that requires, you know, obviously, 7 you know, just by the nature of the thing to be 8 permanently fixed.</p> <p>9 Q. Right.</p> <p>10 The person that confirms compliance following 11 a corrective action plan is the facility itself though, 12 right? I mean it's not like you send another - your - 13 one of your auditor people out there to do some sort of 14 checkup? The facility reports to you, yeah, we've 15 done - we've care of the issue?</p> <p>16 A. Well, not quite.</p> <p>17 Q. Okay.</p> <p>18 A. So again we would - we would -- We would if we 19 found an area of noncompliance during an annual 20 corporate audit we would capture that, we would work the 21 facility to have a corrective action plan, we would see 22 it again at our follow-up audit, follow-up to the annual 23 audit and then if it wasn't resolved we would see them 24 again the next year.</p> <p>25 Q. So it could be a year between audits and</p>	<p>1 training issue, do people know what their - what their 2 jobs are. If it's a life safety issue that obviously 3 requires immediate action.</p> <p>4 Q. Okay, and maybe somewhere along the spectrum 5 for the different types of issues you have different 6 timing of response? Is that fair?</p> <p>7 A. Sure. In other words, I mean I would say the 8 general impulse is to get things done and corrected as 9 fast as possible for - for reasons because we're 10 required by contract for all the outcomes we've talked 11 about to meet the requirements.</p> <p>12 Q. Is Adelanto currently subject to any of the - 13 any open and corrective action plans to your 14 understanding?</p> <p>15 A. I'm sure they are. I couldn't tell you 16 precisely what they are, but I mean generally speaking 17 when we go to do an audit we may ask as many as a 18 thousand questions, so it's -- I've never seen -- I 19 shouldn't say never. It's rare to see a place where 20 there are no findings on anything, so it's fair to say 21 that, you know, every facility will have something, 22 sometimes they're relatively minor, sometimes they're 23 more significant, that we would find.</p> <p>24 Q. How are those tracked? Is it -- Like I'm 25 thinking in my mind of a bug tracker for a programming</p>

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<p style="text-align: right;">Page 203</p> <p>1 kind of thing, but there must be audit issue numbers one 2 through whatever and then they are just tracked over 3 time. Are they all assembled in some sort of table or 4 how are they - how are they recorded? How are they 5 recorded and how are they monitored?</p> <p>6 A. We have a database that we monitor them in.</p> <p>7 Q. What's the database called?</p> <p>8 A. I think it's Contract Compliance database.</p> <p>9 It's not an inspired title.</p> <p>10 Q. The original name.</p> <p>11 All right, Contract Compliance.</p> <p>12 What - what are the outputs of that? Is it 13 can you - can you go to a particular facility and check, 14 you know, have the things download for all current open 15 ICE items?</p> <p>16 A. So I'm not super familiar with the type of 17 output from the - the system. It's not - it's not like 18 a name brand system of some kind. It's - you know, I 19 think it's something that's evolved over time. It was 20 constructed, et cetera before my time.</p> <p>21 Q. Have you ever seen a report that's generated 22 from it? Do you get regular reports from it?</p> <p>23 A. I get summaries from it, yes. I don't know 24 that I - what version of it and what program is used to 25 prepare it. I don't precisely know.</p>	<p style="text-align: right;">Page 205</p> <p>1 Q. Is it burdensome -- Well, I mean obviously if 2 your - if your staff are maintaining or observing and 3 monitoring the timeliness of compliance they must be 4 able to draw out reports that show outstanding 5 corrective actions that have not yet been achieved, 6 right, from the system?</p> <p>7 A. I don't know precisely how they do it, but 8 they - they are more fast on the database than I am, so 9 I mean there is a way for them to - to check and make 10 sure people are timely.</p> <p>11 Q. Yeah, I'm not asking you to tell me how, what 12 keystrokes to hit. My question is you have people that 13 work for you that know how to get that information out 14 of that database, correct?</p> <p>15 MS. ARMSTRONG: Objection, vague.</p> <p>16 THE WITNESS: Presumably, yes.</p> <p>17 BY MR. CHAREST:</p> <p>18 Q. Okay, and so if one wanted to know all of the 19 correction - corrective action plans that were ever 20 issued for Adelanto, for example, would that be a hard 21 thing to know from your database?</p> <p>22 A. I don't know. I've never asked that question. 23 I don't know the scale and scope of it, so again I 24 couldn't really tell you.</p> <p>25 Q. Well, as you sit here today as the person in</p>
<p style="text-align: right;">Page 204</p> <p>1 Q. How often do you get the summaries?</p> <p>2 A. Following an audit I would get the results of 3 the audit in a - in a summary form.</p> <p>4 Q. So annually for whatever the facility had 5 been the - as the audits happen for that particular 6 facility?</p> <p>7 A. Correct.</p> <p>8 Q. And then I guess maybe semiannual if there's a 9 follow-up six months later, right?</p> <p>10 A. Right, so there is a follow-up for every case 11 as part of the policy so, yes, I would get a summary 12 following my folks' work. I would get a summary, yes.</p> <p>13 Q. But there's no sort of monthly, hey, these are 14 more than six months outstanding, we need to like raise 15 the awareness, some sort of naughty list of being too 16 long outstanding, anything like that?</p> <p>17 A. So my staff folks are responsible for making 18 sure that those updates are happening. They monitor 19 that updates are - are being inputted in the system.</p> <p>20 Q. But you don't see those reports, do you?</p> <p>21 A. On timeliness, no. I don't know it to be a 22 problem, so I - I mean it's not.</p> <p>23 Q. Well, hopefully they're all getting taken care 24 of in due course and there are no untimely ones, right?</p> <p>25 A. That's certainly the goal.</p>	<p style="text-align: right;">Page 206</p> <p>1 charge of the auditing group if you just got sort of I 2 wonder what's going on at that facility, I want to see a 3 lifetime history of performance under this warden or 4 whatever, do you think - would you be surprised to hear 5 that you couldn't get that information?</p> <p>6 MS. ARMSTRONG: Objection, calls for 7 speculation.</p> <p>8 THE WITNESS: One would presume an electronic 9 database could produce reports. I think that's 10 reasonable so, yes.</p> <p>11 BY MR. CHAREST:</p> <p>12 Q. Yes, you would think you can get it?</p> <p>13 A. Correct. It would be unreasonable to think it 14 could not be done.</p> <p>15 Q. Thank you.</p> <p>16 Do you know the manufacturer of the database?</p> <p>17 Is it like --</p> <p>18 A. I don't know.</p> <p>19 Q. You don't know?</p> <p>20 A. I have no idea.</p> <p>21 Q. Does it look like a spreadsheet when it comes 22 to you or is it - do you get a PDF, a paper copy?</p> <p>23 What's it look like?</p> <p>24 A. I get a rolled up sort of memo format, so 25 someone - someone actually writes the summary.</p>

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<p style="text-align: right;">Page 207</p> <p>1 Q. Okay, so your summary's a narrative of some 2 other thing that the author is observing and generating 3 the summary of?</p> <p>4 A. It's a summary document. It's written sort of 5 in a memo format, it's - so it's sort of --</p> <p>6 Q. Okay.</p> <p>7 A. -- easily digestible, if you will.</p> <p>8 Q. It's not a database output? There's some sort 9 of interpretation that's going on?</p> <p>10 A. Correct.</p> <p>11 Q. Okay. All right, are there any - are there 12 any other audit based sort of monitoring programs that 13 you're aware of at GEO that measure or observe the 14 performance of GEO under the standards it agreed to 15 perform for ICE other than what we just talked about?</p> <p>16 A. No. I think that my field is, you know, to 17 use the term I said before, I think I occupy that field.</p> <p>18 Q. All right. Excellent.</p> <p>19 All right, now do you - are you made privy to 20 I guess I'd call it ICE sponsored, ICE originated audits 21 and the results of those?</p> <p>22 A. So I would say generally yes, but there are 23 times that ICE will produce things and not - either -- 24 And I couldn't tell you for what reason. Sometimes we 25 get copies of things, sometimes we don't. We try to be</p>	<p style="text-align: right;">Page 209</p> <p>1 Q. What - tell me is that something again that's 2 generated by ICE or of its authorized auditors?</p> <p>3 A. Yeah, it's generated by ICE.</p> <p>4 Q. Okay, and how is that different than the CDR?</p> <p>5 A. So the UCAP process is sort of generated by 6 the Office of Enforcement Removal Operations, so it 7 comes from sort of the operational side of ICE where the 8 contractor discrepancy report would come from a 9 contracting officer which is a particular type of 10 position exists throughout the Federal Government and 11 that's a different office in ICE.</p> <p>12 MR. CHAREST: Did you get that office name?</p> <p>13 Because I didn't quite hear it.</p> <p>14 (Whereupon, the requested portion of the 15 record was read back).</p> <p>16 MR. CHAREST: That's fine. I just - I just 17 didn't -- I didn't hear it. I want to make sure 18 you caught it. You caught it. You caught it. 19 You're better at that than I am.</p> <p>20 Thank you.</p> <p>21 BY MR. CHAREST:</p> <p>22 Q. All right, so I appreciate the difference now. 23 The CDR comes from the - the contractor's side and the 24 UCAP comes from the operations side. Is that fair?</p> <p>25 A. No. So it's the contracting officer like in</p>
<p style="text-align: right;">Page 208</p> <p>1 very meticulous in terms of when ICE gives us something, 2 but there's - there's a transactional process either 3 through what's called the UCAP process, Uniform 4 Corrective Action Plan or the CDR, the Contractor 5 Discrepancy Report that ICE communicates through 6 something called the Quality Assurance Plan or QASP.</p> <p>7 Q. I almost got all of this.</p> <p>8 All right, CDR, the Contract?</p> <p>9 A. Contractor Discrepancy Report.</p> <p>10 Q. Thank you.</p> <p>11 And who is the entity or person that generates 12 a contractor discrepancy report?</p> <p>13 A. ICE.</p> <p>14 Q. And typically the contractor is the recipient 15 of that?</p> <p>16 A. Correct.</p> <p>17 Q. And in this case have you ever seen contractor 18 discrepancy reports that have been issued to GEO with 19 respect to Adelanto?</p> <p>20 A. I have not seen a CDR for Adelanto. It does 21 not mean it does not exist, but I don't have - I've not 22 seen one.</p> <p>23 Q. Okay, and then the I think it's the Uniform 24 Corrective Action Plan, UCAP?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 210</p> <p>1 this case the service provider would be the contractor, 2 and I'm articulating just to make a point, but the 3 contracting officer is a government employee that 4 generates that report.</p> <p>5 Q. Understood, and thank you. I appreciate that.</p> <p>6 Are you aware of any UCAPS that pertain to 7 Adelanto at all?</p> <p>8 A. So I believe we have seen UCAPS from Adelanto 9 and, in fact, that may have been related to the either 10 Inspector General audit, but I believe we have seen 11 UCAPS. It's been some period of time since I've seen 12 them but, yes, they - I believe we have seen UCAPS.</p> <p>13 Q. How many?</p> <p>14 A. I think they all relate to the, you know, 15 2017, 2018 and now what I'll say is even spilling into 16 2019 Inspector General report. It's sort of - there's 17 been different versions of that report as it was a draft 18 report, it was the report, it was the report with the 19 Agency's comments.</p> <p>20 Q. Okay, we're going to talk about those next as 21 you see, so we can - we can get to it when we get to it.</p> <p>22 Are you aware of any UCAPS other than those 23 that pertain to the OIG reports?</p> <p>24 A. I'm not personally aware, but I 25 also wouldn't -- It's entirely possible there are other</p>

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1 ones. 2 Q. So that's a good point. 3 Are you as the auditor within GEO the 4 recipient of CDRs or are you kind of a cc kind of person 5 on those? 6 A. So if a document requires a response that is 7 in the form of a corrective action plan it would be 8 something that would come to me to at least partner on, 9 but as far as the contractor discrepancy report I'm not 10 the administrator -- What I will say is the 11 transactional officer writing the contract so, no, it 12 would be something that - that we would have a piece of 13 but not responsibility for. 14 Q. It would come to GEO from the ICE contracting 15 officer to that person's counter party within GEO and 16 maybe get escalated to you for some sort of help with 17 the corrective action; is that right? 18 A. So not quite. 19 I have a peer that essentially is over the 20 contracting transactional piece and it's her office and 21 team that are sort of responsible for that, the 22 transactional pieces of the contract, administering the 23 contracts, if you will. 24 Q. Okay. All right, and how about for the UCAPS? 25 Are you the direct recipient, a cc or the same kind of	1 A. Yes. I've seen it, yes. 2 Q. In my mind I'm imagining a document that gets 3 updated as different things happen and then there's 4 columns that kind of tell you the status of the 5 different open issues. Is that largely what - what 6 we're talking about? 7 A. Yes. 8 Q. Okay, so the point there being it's a document 9 that will change over time, right? 10 A. Yes. 11 Q. Is the - is the date of the document like 12 recorded in the - in the file name, or how do you know 13 which one's the most recent one? 14 A. So we have a clerk that is responsible for it. 15 She has a methodology that she's agreed upon with the - 16 the person responsible for - for auditing. You know, I 17 don't precisely know. 18 Q. Who is the clerk? 19 A. Her name is Wendy Pearman. 20 Q. Wendy? 21 A. Wendy Pearman. 22 Q. Can you spell that for the court reporter, 23 please. 24 A. Sure. 25 It's W-e-n-d-y. Pearman is P-e-a-r-m-a-n.
1 dotted line kind of connection? 2 A. Often things come in at the facility level and 3 then they're sort of routed -- 4 Q. Okay. 5 A. -- up. 6 Q. All right, so the fact that you don't know of 7 any CDRs and only know of the UCAPS that are associated 8 with the OIG reports doesn't mean that other ones don't 9 exist? It's just within your sphere of knowledge that's 10 all you have? Yeah? 11 A. Just my personal knowledge. I mean we have a 12 tracking system for them that would be the official 13 source of information. 14 Q. Okay, what's the tracking system? 15 A. It's probably an Excel -- It's probably a -- 16 You know, it's another database of some variety. 17 Q. Well, is it an Excel spreadsheet or a 18 database, sir? 19 A. I think it's an Excel spreadsheet. 20 Q. Do you know the name of the - the document? 21 A. I suspect it has an equally uninspired name 22 like tracking sheet of some kind. I honestly don't 23 know. 24 Q. Have you seen that Excel spreadsheet before 25 that tracks the CDRs and UCAPS?	1 Q. Thank you. 2 All right, and then you mentioned -- Well, 3 does the spreadsheet that Miss Pearman - Pearman updates 4 and circulates reflect the activities done to get up to 5 the standards of the UCAP or whatever the - whatever 6 corrective action is being taken? 7 A. No. 8 So the tracking sheet is more sort of just 9 dates and with inventory, if you will. 10 Q. Okay. 11 A. It's not a substantive report. 12 Q. Okay, if you wanted to know what any 13 particular UCAP was how would you find out what - let 14 me - tell your assistant whatever, I want to see all the 15 UCAPS that pertain to Adelanto? Is that a hard thing 16 for you to get or is it easy? 17 A. That's a good question. I don't know how hard 18 it would be. There's no -- We don't have a database of 19 ICE's generated documents and ICE generated findings, so 20 I think we would have - we would have again the ones 21 that we have we would - we would inventory in some way, 22 but I don't know. I would be cautious to say it would 23 be like a fulsome set. 24 Q. But Miss Pearman's tracking sheet should keep 25 track of all of the ones that you all are - that you all

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<p style="text-align: right;">Page 215</p> <p>1 being GEO are aware of, correct?</p> <p>2 A. If they're active. In other words, yes. In 3 other words, in terms of a historical perspective 4 depending on sort of the scope of the question that's 5 where, you know, we get a little more shaky I would say.</p> <p>6 Q. And does the spreadsheet break out the 7 tracking by facility?</p> <p>8 A. The facility's captured certainly. I don't 9 know whether it's organized that way.</p> <p>10 Q. Gotcha.</p> <p>11 One of the things that ICE can do if it finds 12 GEO to be noncompliant under any of its agreements but 13 specifically as to let's talk about Adelanto is 14 effectively impose a financial sanction, correct?</p> <p>15 A. Yes. That's my understanding.</p> <p>16 Q. All right, are you aware of any financial 17 sanctions that have ever been imposed on GEO for any 18 violation or any issue whatsoever leaving aside the 19 pejorative violation word at Adelanto?</p> <p>20 A. So I don't know of any CDRs for Adelanto 21 personally, but I don't also know that there have never 22 been any. I don't know.</p> <p>23 Q. Okay, so you've added an additional element 24 which I think I suspect it's probably correct, but let 25 me make sure I understand what you've done there.</p>	<p style="text-align: right;">Page 217</p> <p>1 A. Not - it's not by my office, so I don't know.</p> <p>2 Q. Okay, now the last acronym you shot at me was 3 QA --</p> <p>4 A. QASP.</p> <p>5 Q. QASP. Thank you.</p> <p>6 A. Quality Assure - Quality Assurance 7 Surveillance Plan.</p> <p>8 Q. So Q-a-s-p, strictly speaking?</p> <p>9 A. Right.</p> <p>10 Q. All right, how does that work, QASP?</p> <p>11 A. So the QASP is something that's written by the 12 Agency. It's required under the Federal Acquisition 13 Regulations that there's a regime in place, it's also, I 14 think, incorporated in the contracts that ICE and then 15 its contractor in a subordinate way has to have a plan 16 in place for monitoring that the government is getting 17 the services that it's asking and paying for.</p> <p>18 Q. And does GEO have such a monitoring program in 19 place?</p> <p>20 A. We have a quality assurance plan, yes.</p> <p>21 Q. What does the S stand for for QASP?</p> <p>22 A. Surveillance.</p> <p>23 Q. Surveillance. Thank you.</p> <p>24 A. And if I have that wrong I'm - I'm close, I 25 think.</p>
<p style="text-align: right;">Page 216</p> <p>1 I asked you about any financial sanction and 2 you said you're not aware of any CDRs. Are CDRs the 3 only way that GEO might face a financial sanction for 4 non-performance?</p> <p>5 A. So I hate to say any because again it's not my 6 complete area of expertise, but the contracting officer 7 is the person who is responsible for binding the Agency, 8 so - so it is - it is that process, not an operational 9 person that can decide to impose a financial penalty.</p> <p>10 Q. And as you sit here today you're not aware of 11 any financial penalties that ICE has imposed as it 12 pertains to GEO's performance at Adelanto; is that 13 right?</p> <p>14 A. Again I joined GEO in 2017, so to the best of 15 my knowledge, and again I'm not the primary office 16 responsible for CDRs. I don't know of any, but I 17 certainly as it - as it relates to of all time I don't 18 know.</p> <p>19 Q. Right.</p> <p>20 And that's fine.</p> <p>21 Is there a source or some sort of record of 22 CDRs that have been imposed historically or -- And 23 really I'm talking about financial sanctions as a result 24 of a CDR. Is there - do you know of any source like 25 that?</p>	<p style="text-align: right;">Page 218</p> <p>1 Q. Oh.</p> <p>2 A. I'm pretty sure it's surveillance.</p> <p>3 Q. Like I'll never know.</p> <p>4 Okay, so I asked you if - or I asked you 5 basically how GEO complies with its obligations under 6 QASP and you tell me that GEO has a quality assurance 7 plan. Is that a manual that sets out the steps by which 8 GEO monitors its own performance?</p> <p>9 A. So it's essentially the policy that describes 10 what I detailed to you before in terms of the annual 11 corporate audit, the follow-up audit, the method in 12 which, you know, we do those audits.</p> <p>13 Q. So we've kind of come full circle on that 14 topic then.</p> <p>15 The quality assurance plan that - that GEO has 16 pursuant to the QASP, Q-a-s-p, gets us back to the 17 annual audits, following audits that we first started 18 talking about with this discussion; is that right?</p> <p>19 A. Correct.</p> <p>20 Q. Okay, is there any oversight between ICE and 21 GEO to say, look, your quality assurance plan is good 22 enough or not good enough?</p> <p>23 A. So as part of the request for proposal way 24 back in the beginning of the idea that QASP language and 25 a quality assurance document from the government service</p>

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Page 219 1 provider would be part of the RFP process, so all of 2 that would be proposed and agreed upon as part of the 3 request proposal, the response and then ultimately when 4 the contract is signed there would be some language 5 about those things. 6 Q. Gotcha. 7 When you're talking about the ACA review, the 8 welcome book that's Exhibit Four reflects you say a file 9 review. Does that mean are no humans involved or is it 10 just documents that are looked at? 11 A. So it is just really documents. In other 12 words, they are - they are assembled for that purpose. 13 In other words, it's - they are created for the 14 accreditation audit. 15 Q. Can you give me an example of what documents 16 would be created for the accreditation audit? 17 A. So I have to tell you I've never seen one, so 18 I couldn't tell you precisely what's in them. 19 Q. Okay, do you know what things the ACA looks at 20 when it's trying to determine whether or not a facility 21 should be accredited under its standards? 22 MS. ARMSTRONG: Objection, calls for speculation. 23 THE WITNESS: So again I would have to say I'm not steeped in either the ACA standards or the	Page 221 1 result of that review that's scored that's what goes to 2 the commissioners who are at the accreditation hearing 3 and that's the - the substance of it. 4 Whether the - the narrative is informed by the 5 tour, I suspect it is, but I don't know precisely, you 6 know, that they do independent for testing during that 7 tour. I believe it is again based on the documents. 8 Q. The score that goes to the commission is not 9 based on the tour, correct? 10 A. I don't know. 11 Q. Okay. Do you know whether or not GEO is a 12 sponsor for the ACA convention? 13 A. GEO is a member of the ACA. I don't know that 14 they're a sponsor or not. 15 Q. Do you know if any current or former official 16 at GEO is a governing member or Board Member for the 17 ACA? 18 A. David Donahue is a - is a - I forget what his 19 title is. It may be -- I forget what his title is, but 20 I know he's an active member of ACA and there are many, 21 I think, folks that are either alumni of Correctional 22 associations and still members of ACA even though they 23 work at GEO. 24 Q. All right, I'm handing you a document that I'm marking as Exhibit Number Seven.
Page 220 1 standards for adult local detention facilities, but 2 there are standards that govern - govern, you know, 3 what you would expect to see in a detention 4 facility or a Correctional facility around 5 security, around food service, around medical care 6 similar to the format of these Performance-Based 7 Detention Standards, the Marshals Federal 8 Performance-Based Detention Standards, the Bureau 9 of Prison Standards, State Standards, et cetera. 10 BY MR. CHAREST: 11 Q. All right, and so are the documents sent to 12 ACA or does ACA show up and sit in a room and look 13 through the documents? 14 A. ACA shows up and I believe sits in a room and looks at the documents. 16 Q. Do they also go out into the facility itself 17 and look around? 18 A. I believe they do a tour too, yes. 19 Q. So a tour versus inspection, is it -- Is the 20 tour additive to its - what it's learning about the 21 facility or is it just sort of getting to know the area? 22 Do you understand my distinction? 23 A. I've never been in an ACA audit. I know that they, you know, do a review and they make a qualitative determination of compliance with the standard and as a	Page 222 1 (Whereupon, Exhibit 7 was marked) 2 MR. CHAREST: Whoops. You've got all the 3 copies. 4 BY MR. CHAREST: 5 Q. Seven is a document issued by the Office of 6 Inspector General titled Management Alert Issues 7 Requiring Action at the Adelanto ICE Processing Center 8 in Adelanto, California dated in the lower right-hand 9 corner September 27th, 2018 with an I guess they call it 10 a file number OIG-18-86. Have I accurately described 11 the document, sir? 12 A. Yes. I believe so. 13 Q. Okay, have you seen this document before? 14 A. I have. 15 Q. All right, this is one of the reports issued 16 by OIG that pertained to not only detention facilities 17 generally but specifically Adelanto, correct? 18 A. Yes. 19 Q. All right, now I think when you were telling 20 me the dates of the reports I thought you said 2017 21 going on to '18. Are you aware of a - a report that 22 predates this one that pertains to Adelanto 23 specifically? 24 A. No. What I meant to say is this - the unannounced audits that - that are subsumed in this

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<p style="text-align: right;">Page 223</p> <p>1 report could have happened as early as into '17. In 2 other words, folks showing up at the door happened over 3 a series of time and this is a culmination of those - 4 those visits.</p> <p>5 Again I wasn't there. I understand 6 anecdotally that this - this didn't - this does not 7 represent one single visit by the Inspector General's 8 Office. There may have been multiple visits.</p> <p>9 Q. Okay, that's what you heard?</p> <p>10 A. Yes.</p> <p>11 Q. Okay, but don't know one way or the other?</p> <p>12 A. No. And -- No.</p> <p>13 Q. All right, so I guess what I'll do is my plan 14 is to walk through it and I want to get your 15 understanding of sort of what's going on that's as 16 reflected in the report here, so the first thing I'd ask 17 you to do is turn to the - the first - well, the second 18 page, I guess, of the document which is, you know, the 19 DHS, OIG highlights, what we found, why we did this 20 alert.</p> <p>21 The - what we found has four -- Sorry, three 22 headers, nooses in detainee cells, improperly and 23 overly - overly restricted segregation and then the 24 third one is untimely and inadequate detainee medical 25 care.</p>	<p style="text-align: right;">Page 225</p> <p>1 Q. All right, so your response to my question is 2 you don't agree or you heard maybe that - that things 3 that the OIG found might not have been nooses as a 4 general first proposition; is that right?</p> <p>5 A. Yes.</p> <p>6 Q. All right, now in fairness back to me though 7 my question is have you ever heard of there being nooses 8 in any detainee cells outside of this OIG report?</p> <p>9 That's my question. So take this OIG report and set it 10 aside. Have you ever heard of nooses being found in 11 detainee cells anywhere in your experience at GEO?</p> <p>12 MS. ARMSTRONG: Objection, vague.</p> <p>13 THE WITNESS: As it relates to Adelanto?</p> <p>14 BY MR. CHAREST:</p> <p>15 Q. No. I said for this one as anywhere, and I'm 16 going to go down to the next one.</p> <p>17 A. So again as I said, in other words, I couldn't 18 speak with great confidence or authority that I've never 19 heard of a noose or a ligature being in someone's cell 20 because again I know there have been self harm incidents 21 without any specificity, so the answer is yes, I have 22 some latent awareness of it somewhere at some time but I 23 couldn't give you more details, but as it relates to 24 Adelanto I'm only aware of this OIG report.</p> <p>25 Q. Okay, and then the same question. Leaving</p>
<p style="text-align: right;">Page 224</p> <p>1 Aside from this OIG report have you ever heard 2 of anyone, auditor, detainee, anyone raising concerns 3 about nooses in detainee cells?</p> <p>4 A. So I - I'll just tell you that I think there 5 was a disagreement as to what those items were or 6 whether they were nooses, so I - you know, I mean if 7 you've asked me again for - at all locations for all 8 times there are self harm incidents that are unfortunate 9 that involve ligatures that happen sometimes in 10 facilities throughout, you know, the Correctional 11 environment, so I guess I need you to qualify that a 12 little bit more.</p> <p>13 Q. Sure.</p> <p>14 When you say self harm incidents that involve 15 ligatures, what are - can you dumb that down for me, 16 please.</p> <p>17 A. In other words, someone who is suicidal, 18 right, who attempts to hurt themselves.</p> <p>19 Q. Self harm. I understand ligatures that were 20 used.</p> <p>21 A. But using some sort of device to tie around 22 your neck.</p> <p>23 Q. Okay, sorry. Thank you. Not to be graphic. 24 I just literally didn't know what the word meant.</p> <p>25 A. Right. Sorry.</p>	<p style="text-align: right;">Page 226</p> <p>1 aside what's in this OIG report have you ever heard of 2 complaints about improperly or overly restricted 3 segregation at any facility within the GEO structure?</p> <p>4 MS. ARMSTRONG: Objection, vague.</p> <p>5 THE WITNESS: Yes. In other words, there are 6 obviously, you know, concerns about the use of 7 segregated housing.</p> <p>8 In 2017 the Department of Justice issued a 9 report on segregated housing generally. What's 10 interesting is between the Department of Justice 11 entities, the Bureau of Prisons and the U.S. 12 Marshals Service the policies that ICE had put in 13 place were generally regarded as model policies, so 14 what's interesting is, you know, there are - there 15 are policies by ICE that are generally considered 16 forward leaning and inappropriate, so this is 17 obviously, you know, disappointing.</p> <p>18 BY MR. CHAREST:</p> <p>19 Q. Well, again I'm kind of relating back to my 20 experience in industry, but you can have all the 21 policies in the world. If you don't have conformance to 22 those policies they don't really help you very much, 23 right?</p> <p>24 A. Employees are a key part, so you want people 25 who are trained and obviously compliant in following</p>

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<p style="text-align: right;">Page 227</p> <p>1 policies, yes.</p> <p>2 Q. And so the complaint, and we'll talk about it</p> <p>3 in some detail, the complaint that's in OIG's highlights</p> <p>4 here about improperly and overly restricted segregation</p> <p>5 isn't that the policies were bad, it's that the - the</p> <p>6 practices were bad, correct?</p> <p>7 A. I think that's a reasonable conclusion, yes.</p> <p>8 Q. All right, and like I said we'll talk about</p> <p>9 it, so we'll get to it, but aside then from the OIG</p> <p>10 complaints that are in this, the subject of this report</p> <p>11 what awareness do you have as the auditor for GEO of</p> <p>12 improper or overly restricted segregation at the</p> <p>13 Adelanto facility?</p> <p>14 A. So again we've had conversations with ICE</p> <p>15 about the use of restrictive housing to make sure that</p> <p>16 everybody's facts and understanding are the same and,</p> <p>17 you know, it's - it's a process that is ongoing for</p> <p>18 refinement.</p> <p>19 Q. Conversations with ICE, what do you mean by</p> <p>20 that?</p> <p>21 A. So again you have a field office and an</p> <p>22 Assistant Field Office Director that are there at</p> <p>23 Adelanto. They are intimately aware of who is in</p> <p>24 segregated housing and why and it's important to know</p> <p>25 that, you know, segregated housing encompasses at least</p>	<p style="text-align: right;">Page 229</p> <p>1 population, they don't have the same what I'll say is</p> <p>2 amenities, if you will, so what we try to do is work to</p> <p>3 get people to the least restrictive environment that's</p> <p>4 possible, and that's what the DOJ report identifies, so</p> <p>5 as you can imagine, you know, the people that - that,</p> <p>6 you know, the DHS law enforcement entities apprehend</p> <p>7 come in various conditions, you know, some again are</p> <p>8 asylum seekers, have post traumatic stress disorder, it</p> <p>9 would be a range of things, right? So, you know, you</p> <p>10 want people who are housed in a way that, you know,</p> <p>11 makes them feel as comfortable as they can but you</p> <p>12 wouldn't want someone to opt themselves into protective</p> <p>13 custody until their immigration case was resolved, let's</p> <p>14 just say, which GEO has absolutely no control over, but</p> <p>15 it could - it could end up with an extended stay which</p> <p>16 may not, you know, help their sort of mental state.</p> <p>17 Does that make sense?</p> <p>18 Q. I understand you're identifying a potential</p> <p>19 issue with people that act - ask to go into protective</p> <p>20 custody. I'm not sure how that pertains to your</p> <p>21 awareness of ICE reports or concerns about improper or</p> <p>22 overly restrictive segregation necessarily. I mean</p> <p>23 you're observing - you're identifying this is a thing</p> <p>24 that sometimes happens, but my question is more about</p> <p>25 what did ICE say about improper and/or overly</p>
<p style="text-align: right;">Page 228</p> <p>1 three different types of reasons why they're there. You</p> <p>2 have protective custody, you have what I would say is</p> <p>3 administrative detention which could be while there's an</p> <p>4 investigation of us as to what happened, if there was</p> <p>5 say a detainee fight and then you have disciplinary</p> <p>6 segregation. You know, we have if you look at the</p> <p>7 number of people that are in any facility the percentage</p> <p>8 of folks in the special management unit is a tiny tiny</p> <p>9 fraction, but it can be for all those three reasons.</p> <p>10 Q. Right, but I'm still trying to understand when</p> <p>11 you say in conversations with ICE these are situations</p> <p>12 where ICE has observed people being in either improper</p> <p>13 or maybe and/or overly restrictive segregation</p> <p>14 situations, correct?</p> <p>15 A. So again, in other words, if you -- And again</p> <p>16 I don't know whether you're familiar with the DOJ's</p> <p>17 restrictive housing report, but let's just say you have</p> <p>18 someone that has a vulnerability of some type or feels</p> <p>19 unsafe for some reason and they have sort of opted</p> <p>20 themselves in --</p> <p>21 Q. They request --</p> <p>22 A. -- to protective custody. Sure. Right.</p> <p>23 Q. Sure.</p> <p>24 A. So that is not an optimal living arrangement</p> <p>25 for a long period of time. It's not the same as general</p>	<p style="text-align: right;">Page 230</p> <p>1 restrictive segregation? Like were they complaints that</p> <p>2 ICE had and said, hey, you're not performing per the</p> <p>3 standard, you need to do better? Were they saying</p> <p>4 you're doing great? Were they saying, oh, you need to</p> <p>5 put people into more restrictive segregation? I mean</p> <p>6 what's - what's -- What's happening there?</p> <p>7 A. The conversation with ICE was more about folks</p> <p>8 that are - have some degree of sort of a mental health</p> <p>9 issue, right, and what - what I guess options there</p> <p>10 would be for those sorts of people that don't</p> <p>11 essentially do well in general population, but the</p> <p>12 option shouldn't be for an extended period being in a</p> <p>13 special management unit.</p> <p>14 Q. And what was the resolution for those folks?</p> <p>15 A. There's not a great resolution. You know,</p> <p>16 we've worked to increase programming for folks in that</p> <p>17 situation, but just like every other law enforcement</p> <p>18 entity, you know, in this day and age in 2019, you know,</p> <p>19 the people who have evidenced mental health challenges</p> <p>20 often find themselves in the criminal justice</p> <p>21 environment and sometimes that spills over into the</p> <p>22 immigration enforcement environment, so - so the</p> <p>23 challenges exist everywhere and what to do with those</p> <p>24 folks is again an ongoing conversation. I think that's</p> <p>25 probably, you know, part of the reason why DOJ did the</p>

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1 report. 2 What I will tell you is that ICE has 3 particularly good policies in place, visibility into the 4 why which is what's depicted in that DOJ report. 5 Q. Okay, actually you said something that 6 reminded me of a thing I meant to ask a long time ago, 7 so let's take a - a pause in this topic just to ask you 8 a shorter round - a range of questions that I think we 9 should be easily agreeable to. 10 Detention at the facility at Adelanto is not 11 the result of some sort of criminal activity, correct? 12 A. No. The detention at Adelanto is only under 13 the authority under the Immigration Nationality Act. 14 Q. And so therefore it's not criminal, the people 15 that are there that are not - are not deemed as 16 criminals as far as you know, right? 17 A. They are not -- 18 MS. ARMSTRONG: Objection, vague. 19 THE WITNESS: -- being prosecuted. 20 BY MR. CHAREST: 21 Q. I'm sorry? 22 A. They are not being prosecuted, no. 23 Q. Okay, and the - the detention is civil, not -- 24 In terms of are you in a prison? No, you're not in a 25 prison, right, because a prison is where people that	1 period of detention and then you can have folks that 2 let's just say, you know, spent many years in the 3 California Department of Corrections for a crime, so it 4 would be their expectations and obviously the 5 appropriate conditions of confinement would vary. 6 Q. Yeah, so you were right to point out. My 7 question about their expectations is - doesn't really 8 call it the right question, but I think you've answered 9 it correctly and I just want to capture it. 10 The - the people that are detained at the 11 Adelanto facility, they could be the nicest people in 12 the world to a hardened criminal, you just don't know, 13 right? 14 A. GEO would only know what ICE would tell us 15 about the individual, you know, person. 16 Sometimes, you know, ICE will tell us a lot 17 because they know more, other times the people could 18 have been apprehended at the border the day before and 19 you have no idea who they are. 20 Q. Or they could have been wrongfully apprehended 21 and, in fact, not subject to deportation even. That's a 22 possibility, right? 23 A. GEO would have no way of knowing that but, 24 I -- You know. 25 Q. It's a possibility is my point, right?
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1 have been convicted of something go, right? 2 A. It's not under any Federal Code. It's under 3 the Immigration Nationality Act. 4 Q. Right. 5 A. It's a different Section of the U.S. Code. 6 Q. And so the - the detention is civil in nature, 7 not punitive, not punishment, not part of a criminal 8 act, correct? 9 A. Correct. 10 Q. All right, and as a result is it fair to say 11 that the - the detainees probably either deserve or do 12 expect to maintain a higher level of standard or the 13 higher standard of living at the - the facility than you 14 might find at a - at a criminal detention facility? 15 MS. ARMSTRONG: Objection, vague. 16 THE WITNESS: So I can't speak to their 17 expectations. 18 BY MR. CHAREST: 19 Q. Sure. 20 A. What I can say is, you know, the standards 21 that ICE promulgates in my view are - provide the best 22 conditions out of anywhere in that sort of detainee 23 system regardless of who the custodian is, but it would 24 also be fair to say that you have a blended set of ICE 25 detainees. You have folks that this is their first	1 A. Yes. To the extent anything's possible, yes. 2 Q. Right, and I just want to make sure that 3 there's no sort of stigma for anyone that's hearing 4 about the fact that people are detainees at the facility 5 that they're somehow criminals. Their presence at this 6 facility doesn't mean they are criminal or even being 7 accused of anything criminal, correct? 8 A. It certainly has no applicability to what GEO 9 does. GEO has no role in - in who comes into the 10 facility, how long their stay - how long they stay or 11 when they go. It's entirely driven by the Department of 12 Homeland Security or the Department of Justice. 13 Q. And that's - and that's a civil question, not 14 a criminal question fundamentally, right? 15 A. It's - again it's a question of the status 16 under the Immigration Nationality Act which is - which 17 is not a criminal violation. 18 Q. Okay. All right, thank you. We're done with 19 the detour. Back to the segregation questions. 20 A. Okay. 21 Q. So the - when you were talking about the 22 conversation with ICE you had that one conversation in 23 mind, that one issue; is that right? 24 A. Uh-huh. (Affirmative response). 25 Q. Have you ever seen aside from that one

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<p style="text-align: right;">Page 235</p> <p>1 conversation and the report here by OIG any complaints 2 whether by detainees or auditors or even civil right - 3 civil rights activists about improper and/or overly 4 restrictive segregation -- 5 MS. ARMSTRONG: Objection, vague. 6 BY MR. CHAREST: 7 Q. -- at the Adelanto facility? 8 MS. ARMSTRONG: Objection, vague, compound. 9 THE WITNESS: So again I know there's been 10 litigation in the Ninth Circuit as it relates to 11 folks with mental health concerns. I'm not a 12 hundred percent sure the precise nature of those 13 complaints. I don't know for a -- I can't recall 14 immediately whether they involved segregated 15 housing, but it was, you know, again the treatment 16 of folks with mental health conditions was a 17 concern. 18 You know, again during my time at ICE, you 19 know, the number of facilities that would be 20 responsible or that ICE was responsible for was a 21 lot, so I wouldn't - I wouldn't know in great 22 detail, no. I can't think of anything else. 23 BY MR. CHAREST: 24 Q. And I'm not trying to limit just your time at 25 ICE. I don't think I did that. I'm talking ever even</p>	<p style="text-align: right;">Page 237</p> <p>1 know, with some - in the recent past that - that could 2 be in - somewhere in somebody's file drawer that relates 3 to this. I am not aware of it. 4 Q. And that's a perfect answer. Thank you. 5 When you're saying restrictive housing and/or 6 segregated housing that's what you're describing in 7 point of fact is being in a cell by yourself for between 8 twenty-two and twenty-three hours a day, correct? 9 A. It would depend. 10 So again as I talked about the celled 11 environment if we're talking about Adelanto is what they 12 use for restrictive housing and there's two sides of 13 that - of that particular housing area, so there are 14 places where depending on the reason why folks are in 15 there that they spend only sleeping time in their cell 16 and then there are other folks potentially in the 17 disciplinary, you know, sanction side that would again 18 be subject to a sanction, right, for, you know, after a 19 grievance process, or excuse me, a disciplinary hearing 20 and a process. If that's the sanctions it imposed then, 21 yes, it's supposed to disincentive certain behavior. 22 Q. Okay, let's first talk about the burden of my 23 question that I need to - a background of what you just 24 said. 25 Is it your testimony that when someone's in</p>
<p style="text-align: right;">Page 236</p> <p>1 at GEO are you aware of anything like that? 2 A. No. 3 MS. ARMSTRONG: Objection, vague. 4 BY MR. CHAREST: 5 Q. And are you aware of any corrective action 6 that has ever been taken for any improper or overly 7 restrictive segregation outside of the reports and 8 events surrounding the reports here in this OIG report? 9 A. So the ones that I am aware of are in response 10 to, you know, the Inspector General's reports. You 11 know, we obviously went through the allegations and 12 looked at, you know, each thing, so the four corners of 13 that was done, but that's the extent of the - you know, 14 what I'm aware of. 15 Q. Okay, so aside from corrective action 16 associated with the improper and overly restrictive 17 segregation set out in this report which is Exhibit 18 Seven, you're not aware of any other corrective action 19 taken at the Adelanto facility associated with improper 20 and/or overly restrictive segregation? 21 A. So I just want to be clear. Corrective action 22 plan is a term of art. 23 Q. Okay. 24 A. Right? So, in other words, you know, there - 25 theoretically over the course of time or even in, you</p>	<p style="text-align: right;">Page 238</p> <p>1 protective custody they're not in a cell by themselves 2 for twenty-two or twenty-three hours a day? 3 A. So are we talking about Adelanto? 4 Q. Yes, sir. 5 A. Okay, so again, in other words, in Adelanto 6 there's - there's the two different sides like an A and 7 B side, if you will, of that particular housing wing. 8 There is a - you know, folks that can recreate together 9 and be out of their cell if they're in protective 10 custody they've done wrong, right, there - there is an 11 opportunity to be out of their cell for much more time, 12 yes. 13 Q. Okay, and how about for the administrative 14 detention? What's the - what's the situation with 15 ability to come and go out of your cell? 16 A. So I would say it would depend. In other 17 words, there's - there's generally some pretty short 18 time limits for administrative segregation. In other 19 words, let's just say, you know, again, folks who are 20 playing soccer, there's some pushing and shoving, you 21 know, you sort of have to let - put - let the dust 22 settle, if you will, figure out what, is this something 23 that somebody did to somebody else, you know, that 24 purpose that's, you know, set to the facility specific 25 timeframes, so those people will probably be sort of in</p>

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<p style="text-align: right;">Page 239</p> <p>1 the more restrictive version of restrictive housing or 2 special management until it's clear, somebody can 3 investigate as to what happened, so I believe those - 4 those people would probably be in the more, you know, 5 rigid environment or being in their cell.</p> <p>6 Q. And the more rigid environment in terms of 7 being in their cell that you're talking about is being 8 in a cell for twenty-two hours out of the twenty-four 9 days - hours in the day?</p> <p>10 A. Again whatever the rule is if it's twenty-two 11 I don't precisely know off the top of my head, but - but 12 if the investigation is done in two hours they wouldn't 13 spend twenty-three hours in their cell, if that makes 14 sense, so that again that happens with some speed, but 15 if it's something that went over the course of the day 16 or something then, yes, they would be in for that longer 17 period. It would not be the same as the people in 18 protective custody.</p> <p>19 Q. You can be in administrative segregation for 20 up to seventy-two hours, right, before any policies are 21 violated, right?</p> <p>22 MS. ARMSTRONG: Objection, vague.</p> <p>23 THE WITNESS: You have to ask me that again.</p> <p>24 BY MR. CHAREST:</p> <p>25 Q. Isn't it true to say that a detainee can be in</p>	<p style="text-align: right;">Page 241</p> <p>1 A. So pushing and shoving, some amount of 2 investigation or dust settling and then they're in for 3 how long?</p> <p>4 Q. Well, we're subject to being in the cell for 5 twenty-two out of twenty-four hours of that upcoming 6 day.</p> <p>7 MS. ARMSTRONG: Objection, calls for 8 speculation.</p> <p>9 THE WITNESS: So I don't have the standard 10 memorized. If you want me to look at something and 11 we can go through the - the timeframes.</p> <p>12 What I can relate to you in my personal 13 understanding is if someone is in restrictive 14 housing or a special management unit for 15 administrative segregation there is various 16 timetables that are applicable to make a decision 17 as to what - whether that person should be in there 18 or should not.</p> <p>19 BY MR. CHAREST:</p> <p>20 Q. Right. That's the second part of my hypo 21 which is while the person is in administrative 22 segregation and subject to being in confinement for 23 whatever number of hours out of the twenty-four during 24 that time the facility has up to seventy-two hours to 25 determine whether or not the person should continue with</p>
<p style="text-align: right;">Page 240</p> <p>1 administrative segregation for up to seventy-two hours 2 before any policy's violated?</p> <p>3 MS. ARMSTRONG: Same objection.</p> <p>4 THE WITNESS: I'm not precisely sure what you 5 mean. In other words --</p> <p>6 BY MR. CHAREST:</p> <p>7 Q. Are you talking about a soccer match?</p> <p>8 A. -- for what purpose?</p> <p>9 MS. ARMSTRONG: Please let him finish his 10 answer.</p> <p>11 MR. CHAREST: He actually says he doesn't know 12 anything.</p> <p>13 BY MR. CHAREST:</p> <p>14 Q. I'm going to try to help you.</p> <p>15 All right, are you ready?</p> <p>16 Imagine your soccer match example, right? You 17 and I, you know, I think it's a goal, you think it's 18 not, okay, and we push and shove, okay, we get put into 19 administrative segregation. At that moment we're 20 subject to being in our cell for twenty-two hours out of 21 twenty-four, right?</p> <p>22 I'm not done with it. That's point one in the 23 hypo.</p> <p>24 A. Okay.</p> <p>25 Q. All right? Are you with me so far?</p>	<p style="text-align: right;">Page 242</p> <p>1 administrative segregation or not, correct?</p> <p>2 MS. ARMSTRONG: Objection, speculation.</p> <p>3 THE WITNESS: I'd have to look at the 4 standard. I believe it's seventy-two hours, but I 5 hate to guess --</p> <p>6 BY MR. CHAREST:</p> <p>7 Q. Right.</p> <p>8 A. -- so if we want to look at it I'm happy to do 9 that.</p> <p>10 Q. So then your - when you gave your example 11 about the soccer match you said, oh, a lot of times it 12 gets resolved in a couple hours, but in point of fact 13 the facility has three days to figure out whether or not 14 the person should be in continued confinement beyond the 15 first seventy-two hours, right?</p> <p>16 MS. ARMSTRONG: Objection, vague.</p> <p>17 THE WITNESS: The facility has what the 18 standard permits.</p> <p>19 I will tell you that these are generally 20 pretty simple factual scenarios but, of course, 21 that varies. Is it something that was involved, 22 two people or ten people or is it something that 23 the cameras caught? Is it something that someone 24 overheard? So I think there's a variety of 25 factors. I think what you have is a - a limit that</p>

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<p style="text-align: right;">Page 243</p> <p>1 imposes some maximum cutoff, but what I'm telling 2 you is at least from a - from a, you know, policy 3 perspective it should be done with speed.</p> <p>4 BY MR. CHAREST:</p> <p>5 Q. And the person who is being investigated and 6 is subject to a disciplinary panel hearing, they're not 7 supposed to be in disciplinary segregation, right?</p> <p>8 They're supposed to be in the administrative level that 9 you talked about, right?</p> <p>10 A. The administrative segregation would be while 11 essentially the process unfolds and the discipline is 12 once a decision is made, in other words, a finding, if 13 you will, and then a sanction is imposed.</p> <p>14 Q. I think that's exactly what I said, isn't it?</p> <p>15 A. I don't know. I'm just saying, in other 16 words, they're in administrative segregation while the 17 process happens --</p> <p>18 Q. Right.</p> <p>19 A. -- and then once there's the result and - and 20 if a decision is made to impose a sanction and that 21 sanction is continued placement in restrictive housing 22 then - then, yes, they would be in restrictive housing.</p> <p>23 Q. And so if someone has not yet had a decision 24 from the panel about the disciplinary - from the 25 disciplinary hearing that person should not be in</p>	<p style="text-align: right;">Page 245</p> <p>1 OIG identified untimely and inadequate detainee medical 2 care.</p> <p>3 Now the same form of question as I said 4 before. Aside from this report are you aware of any, 5 whether they be complaints by detainees or audit reports 6 or ICE reports identifying untimely and/or inadequate 7 detainee medical care at Adelanto?</p> <p>8 A. So during my time at ICE, you know, there were 9 concerns about medical care at Adelanto, so I mean I 10 know there have been staffing increases as a result of 11 sort of the population who was going to Adelanto so, you 12 know, do I know of other concerns? I mean ICE has 13 raised concerns.</p> <p>14 Q. So it wasn't just OIG on this third one, it 15 was ICE has also raised a concern about this issue?</p> <p>16 A. Over a different --</p> <p>17 MS. ARMSTRONG: Objection, vague.</p> <p>18 THE WITNESS: Over a different period of time.</p> <p>19 BY MR. CHAREST:</p> <p>20 Q. A prior time then, a time prior to the --</p> <p>21 A. Yes.</p> <p>22 Q. And have you ever heard aside from that prior 23 concern raised by ICE and the concern raised by OIG in 24 this report, are you aware of any other concerns being 25 raised about untimely and/or inadequate detainee medical</p>
<p style="text-align: right;">Page 244</p> <p>1 disciplinary segregation, correct?</p> <p>2 MS. ARMSTRONG: Objection, calls for 3 speculation.</p> <p>4 THE WITNESS: It would be my understanding 5 that would be administrative segregation because 6 there is no finding.</p> <p>7 BY MR. CHAREST:</p> <p>8 Q. All right, should be administrative and 9 therefore should not be disciplinary, right?</p> <p>10 MS. ARMSTRONG: The same objection.</p> <p>11 THE WITNESS: I think that's the same answer, 12 but --</p> <p>13 BY MR. CHAREST:</p> <p>14 Q. But this is one of those ones where I need you 15 to say yes and you can say whatever you want but you're 16 not actually answering my question.</p> <p>17 MS. ARMSTRONG: The same objection.</p> <p>18 THE WITNESS: If - if you're - if you are 19 asking me to agree that someone who's case is not 20 resolved one way or the other should not be in 21 disciplinary segregation then the answer is yes.</p> <p>22 BY MR. CHAREST:</p> <p>23 Q. Thank you. Perfect.</p> <p>24 All right, going to the third bullet point 25 here of under what we found header in the OIG report the</p>	<p style="text-align: right;">Page 246</p> <p>1 care at Adelanto?</p> <p>2 A. I believe also the DHS, Office of Civil Rights 3 and Civil Liberties raised a concern as well.</p> <p>4 Q. When was that, sir?</p> <p>5 A. I couldn't give you the -- Again recent past, 6 but in the last two or three years I would say.</p> <p>7 Q. Was that roughly the same time as the ICE 8 concerns or was it a separate event? I'm trying to see 9 are they both looking at the same set of facts or is it 10 another vignette along the timeline?</p> <p>11 A. I couldn't say for absolutely sure, but it was 12 while I was at ICE, so it would be somewhere around that 13 same timeframe.</p> <p>14 Q. Okay, and since you've been at GEO -- Well, 15 are there any other ones before you came over, I guess 16 I'm trying to do the timeline here, that you're aware of 17 other than the ICE identifying concerns and the DHS 18 Office of Civil Rights and Civil Liberties are 19 concerned?</p> <p>20 A. Since I've come to GEO?</p> <p>21 Q. Well, that's not my question. That's the next 22 one.</p> <p>23 The current question is anything in and around 24 the times other than the ICE and DHS concerns, anyone 25 else pre your arrival at GEO?</p>

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1 A. Again as I said there - there may have been 2 claims in litigation. Without having read obviously 3 those complaints or have them in front of me I 4 couldn't - I couldn't tell you. I also don't know, you 5 know, with great detail if the California system has 6 produced any concerns, but I don't know, so -- 7 Q. The California system. You mean the 8 California - the State of California? 9 A. Correct. The State of California. 10 Q. Thank you. 11 Sorry for the stumbling there. 12 And how about since you've been at GEO, are 13 you aware of any concerns raised about the untimely 14 and/or inadequate detainee medical care at Adelanto 15 other than the OIG report? 16 A. No. Just - just this one. 17 Q. Are you aware of what corrective actions were 18 taken in response to the ICE concerns that you've 19 mentioned at Adelanto? 20 MS. ARMSTRONG: Objection, vague. 21 THE WITNESS: For what period of time? Which 22 ICE concerns are we talking about? 23 BY MR. CHAREST: 24 Q. Well, you -- I mean if there's more than one 25 then I need to know that. I thought you identified ICE	1 are while you were still working at ICE? 2 A. Correct. 3 Q. I see. All right. Very good. 4 In your understanding did the staffing 5 adjustments that were made in and around that time 6 whether it's 2015 or '16 or whatever it was, do they 7 adequately address the concerns that you were aware of 8 regarding medical care at Adelanto? 9 A. Yes. My concerns at the time when I was still 10 at ICE, yes. 11 Q. Okay, again applying the math there it looks 12 to me like the DHS Civil Rights and Civil Liberties 13 concerns that you mentioned were raised roughly around 14 the same time. Did - did the staffing adjustments that 15 were made at Adelanto address those concerns as well or 16 were they of a different nature? 17 A. So I can't speak to whether CR, CL was 18 satisfied. What I can tell you is in my role I would 19 have been responsible, you know, to bring, you know, the 20 Agency along to solve the problems. I believe that was 21 roughly the same timeframe. I don't have an independent 22 memory of specific, you know, DHS, CR - CR, CL concerns 23 at Adelanto, but the staffing adjustment was made in 24 service of those concerns. 25 Q. The general concerns I guess --
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1 having expressed a concern. If it's some concerns let's 2 try to figure out when about the untimely and inadequate 3 medical care for detainees. Is it more than one set of 4 concerns? 5 A. So again the language on - on untimely or 6 inadequate you're taking obviously from the - the DOJ 7 report. I'm interpreting that without using that 8 precise language to use the word concern as I would 9 normally understand what you mean, so I know in 2016 10 there were, you know, sort of some ICE concerns and I 11 know there was a staffing adjustment and we increased 12 medical staff at Adelanto. Again as I think I said 13 earlier, you know, the number of folks that have been 14 apprehended by either Border Patrol or some entity in 15 CVP and ICE have sort of grown sicker over time it 16 appears and the consumption of medical services has 17 increased over time, so I know at least in Adelanto 18 that - that there was an increase in medical staffing 19 sometime in '16 into '17. 20 Q. So that was -- I'm trying to do my math 21 here -- around the time you left ICE and came to GEO; is 22 that right? 23 A. No. So that would have been the year before, 24 so it would have maybe been 2015 and 2016. 25 Q. Okay, so these events that you're remembering	1 A. Correct. 2 Q. -- that were growing at the time, huh? 3 You suggested also that the possibility that 4 litigation may have raised the issue of medical 5 concerns. Are you, leaving aside sort of the sort of 6 specter of it may have happened, are you aware of any 7 claims that related to medical concerns at Adelanto that 8 resulted in corrective action to your knowledge? 9 A. No, so I'm not - I'm not thinking of any 10 individual lawsuits. I'm thinking about litigation that 11 went to the Ninth Circuit relating to competency, and I 12 can't think of the name of the case unfortunately, but 13 there was a regime in place, an immigration judge who 14 thought a person could not sort of materially help 15 themselves in a - in a proper due process sort of way 16 could appoint someone and I believe there was either a 17 regulation or some structure put in place for 18 immigration judges to make that - you know, to have that 19 concern and it's really nothing to do with segregation 20 or particularly sort of treatment. It was more sort of 21 the quality of the - of the person's comprehension. 22 Q. The detainee's comprehension? 23 A. Correct. 24 Q. All right. All right. So, okay, and the same 25 thing with the State of California. You suggested maybe

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<p style="text-align: right;">Page 251</p> <p>1 there was some sort of issue, maybe not. Are you aware 2 of any specific issues that the State of California 3 raised as pertains to untimely and/or inadequate medical 4 care?</p> <p>5 A. No, but I think it's a -- I know that there 6 was a law passed in California that gave them, the 7 Attorney General's Office authority to inspect 8 facilities, so again without having great detail I just 9 don't want to be blanket and say I don't know. I mean I 10 don't know any specifics.</p> <p>11 Q. Yeah, that's fine, and certainly I suspect 12 you're not aware of any corrective action taken pursuant 13 to those, any issues identified since you don't know the 14 issues that may or may not have been identified?</p> <p>15 A. Correct.</p> <p>16 Q. All right. All right, so putting a big circle 17 around all that, and we're not yet to the OIG, basically 18 as I understand it you're aware of some ICE concerns and 19 similarly some DHS concerns pertaining to really it 20 sounds like staffing levels and in - and in your 21 understanding the staffing levels were adjusted in 22 around 2015, '16 and you believe that took care of the 23 problem at Adelanto with respect to untimely and/or 24 inadequate medical care for the detainees; is that 25 right?</p>	<p style="text-align: right;">Page 253</p> <p>1 pull it across, go to the bathroom, fold it back up? 2 A. Correct. 3 Q. And that was an accepted practice at the 4 Adelanto facility or insofar as the employees didn't 5 stop it in the regular course, correct? 6 A. That is my understanding. 7 Q. Okay, now whether as ticky-tack as it is or 8 may seem, hanging cloth from the ceiling is a violation 9 of the standard, correct? 10 MS. ARMSTRONG: Objection, vague. 11 THE WITNESS: So I know we discussed before in 12 the voluntary work standard what, you know, 13 detainee housekeeping would be in hanging things 14 specifically mentioned so, yes, that is - that is 15 not a practice that is, you know, endorsed and 16 appropriate under the standard. 17 BY MR. CHAREST: 18 Q. All right, so while - what I'm hearing today 19 is I, Mr. Ragsdale, don't believe those are nooses, they 20 had some function but they were violative of the PBNDS 21 standard, whether the - the concern raised by OIG was 22 accurate or not is another question? Is that fair? 23 MS. ARMSTRONG: Objection, misstates prior 24 testimony. 25 THE WITNESS: They regardless of what you call</p>
<p style="text-align: right;">Page 252</p> <p>1 A. So as broad as that category could be the 2 problems that were identified were addressed. It was 3 again I would say largely a capacity issue in terms of 4 wellness screenings happening in twelve hours, you know, 5 dental appointments happening at a certain interval, 6 those sorts of things. That was, you know, again the 7 increased capacity of the medical or Health Services 8 Department was meant to address those issues.</p> <p>9 Q. All right, and do you think that today the 10 medical care is sufficiently timely at Adelanto to be 11 compliant with applicable PBNDS standards?</p> <p>12 A. So, yes. I believe the systems are adequate 13 to do that. You know, is it in every single case?</p> <p>14 Perhaps not but, yes, I think fundamentally, yes.</p> <p>15 Q. Okay, so let's talk -- Now we're going to go 16 into the OIG report.</p> <p>17 Your - the first answer you gave me was, hey, 18 look, those aren't nooses. Explain to me what you mean 19 by that.</p> <p>20 A. So as you can imagine in certain, you know, 21 detention environments there's not a great deal of 22 privacy, so those devices which in my opinion shouldn't 23 have been used were used for people to have some amount 24 of privacy while they used the toilet.</p> <p>25 Q. Okay, so they would kind of unfold the sheet,</p>	<p style="text-align: right;">Page 254</p> <p>1 them it appears to be hanging items that in my view 2 would be violative of the standard, yes.</p> <p>3 BY MR. CHAREST:</p> <p>4 Q. Okay, and so the fact that the guards at 5 Adelanto were allowing that practice to consider - to 6 continue was in violation of the applicable PBNDS 7 standard, correct?</p> <p>8 MS. ARMSTRONG: Objection, calls for 9 speculation.</p> <p>10 THE WITNESS: All I can say is the outcome 11 whether - I'm not sure who let it happen, but the 12 outcome certainly did not meet the standard.</p> <p>13 BY MR. CHAREST:</p> <p>14 Q. Well, you've read the report, right?</p> <p>15 A. Yes.</p> <p>16 Q. And the report says that the, what, there were 17 fifteen out of twenty cells had this or some sort of 18 similar apparatus hanging from it, right?</p> <p>19 A. Yes.</p> <p>20 Q. And it's not like it's hidden, right?</p> <p>21 A. Were the items hidden you mean?</p> <p>22 Q. No. I mean you can see it when you walk by 23 the cell it was going on, right?</p> <p>24 A. Correct.</p> <p>25 Q. And so either fifteen out of twenty people put</p>

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1 this up randomly on the day that OIG showed up or 2 they've always been up and OIG showed up and observed 3 them, right? 4 MS. ARMSTRONG: Objection, assumes facts not 5 in evidence. 6 THE WITNESS: I couldn't tell that probably 7 any better than anybody else, but I will say that 8 they shouldn't be up at all. 9 BY MR. CHAREST: 10 Q. And, well, right. I'm just trying to 11 understand you resisted the notion of the suggestion 12 that the guards allowed it to happen. Do you think that 13 the guards were taking serious the - the violation of 14 the standard by letting these hanging sheets be in the - 15 in the rooms? 16 MS. ARMSTRONG: Objection, calls for 17 speculation. 18 THE WITNESS: Well, I've read the report. You 19 know, if you look at the bottom of page three it's 20 not clear, you know, who - whether it was a GEO 21 objection that sort of fell on deaf ears, whether 22 the ICE local officials didn't consider it a 23 priority. All I -- If you ask me do I think it was 24 a good practice as I understand the standards the 25 answer's no.	1 hanging cloths? 2 A. It does literally say that, yes. 3 Q. And whether it's black letter or not, the 4 point of having standards and of having policies as 5 you've said earlier is to give guidance to guards who 6 left to their own devices make take any number of action 7 if they're not properly trained, correct? 8 A. It is supposed to eliminate individual 9 interpretation, yes. 10 Q. All right, and that's the very point of having 11 standards and policies and training on those standards 12 and policies, right? 13 A. Yes. 14 Q. All right, and so whatever happened whether 15 it's someone thinking that the standard wasn't important 16 enough, someone failing to train the guards, the guards 17 failing to adhere to their training or whatever on the 18 spectrum of possibilities in terms of that root cause 19 analysis you talked about before, something broke down 20 in the process where GEO's performance here fell short 21 of the standards, correct? 22 A. Yes. 23 Q. All right, let's go to the - the segregation 24 talk. 25 I feel like I'm going too slow through this.
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1 BY MR. CHAREST: 2 Q. Right, but let's be real clear because this is 3 exactly -- You're doing a good job of guessing my - my 4 question, but it's not ICE's job to ensure detainee 5 compliance with that standard, it's GEO's job, right? 6 A. So it's GEO's job to meet the contract 7 requirements and the standards and the day-to-day sort 8 of interactions and service of that as the service 9 provider. Yes, it's the - it's Geo's responsibility. 10 Q. Right. 11 So whether ICE did or did not raise an issue 12 with it to the GEO guards it was the GEO guards' job to 13 observe that condition and stop it and bring the 14 detainees back into compliance with those standards, 15 correct? 16 MS. ARMSTRONG: Objection, calls for 17 speculation. 18 THE WITNESS: The black letter of the - of 19 the - of the standards require them to take action 20 and not to just let it be so, yes, I agree that the 21 GEO folks should have taken action. 22 BY MR. CHAREST: 23 Q. Well, you say the black letter as if like it's 24 a real strict interpretation. That's literally what the 25 standard says, right, that you're not supposed to be	1 I'm sorry. 2 According to OIG on the day the inspectors 3 arrived there were fourteen detainees in disciplinary 4 segregation, right? 5 I'm on page five, the second -- Sorry. The 6 first paragraph under detainees are placed. 7 A. Okay, yes. I'm there. 8 Q. Okay, and according to OIG again through our - 9 its review of the file OIG found that fourteen out of 10 fourteen people had been placed in disciplinary 11 segregation before they were - had been found guilty of 12 whatever prohibited - prohibited act or rule violation. 13 Do you see that in the - in the report? 14 A. Yes. 15 Q. All right, is that a true statement, that 16 fourteen out of fourteen people that were - happened to 17 be in disciplinary segregation on that day were all 18 wrongfully in the disciplinary segregation area? 19 A. So I don't know the specifics of those 20 fourteen cases. You know, ultimately ICE is the one who 21 responds to the Attorney General. Not Attorney General. 22 Excuse me. Inspector General, so -- 23 Q. You and me both. 24 A. -- so if ICE, you know, concurred with that 25 finding then that's the final word. I'm not personally

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<p style="text-align: right;">Page 259</p> <p>1 familiar with those fourteen cases, but I agree that's 2 what the finding says. 3 Q. Okay, do you think that that just happened to 4 be a bad day at the Adelanto facility and every other 5 day everybody that's in - in segregation is properly 6 assigned -- 7 MS. ARMSTRONG: Objection. 8 BY MR. CHAREST: 9 Q. -- and fourteen out of fourteen were wrong on 10 that one particular day? 11 MS. ARMSTRONG: Calls for speculation. 12 THE WITNESS: So I don't know. 13 However, what this suggests to me is from the 14 position that I would sit now either there's an 15 interpretation problem, right, there's a process 16 problem or there's some sort of gap or 17 interpretation in what the Inspector General saw in 18 the process, potentially what IE saw in the process 19 and potentially what GEO saw in the process, so in 20 this case, you know, this - to solve this sort of 21 problem it is, you know, a top to bottom review of 22 that process making sure that there's a common 23 understanding at least between GEO and ICE and 24 then, you know, making sure that we've trained to 25 that, the local policy is clarified, so that would</p>	<p style="text-align: right;">Page 261</p> <p>1 the one report recommendation." 2 BY MR. CHAREST: 3 Q. Okay, so there's nowhere in that letter in 4 ICE's review of the OIG draft report that said no, no, 5 you all got it wrong, they were properly detained, 6 there's nothing - there's no factual contest offered by 7 ICE, right? 8 A. I have -- Again there's generally a process 9 with dealing with the Inspector General. I agree with 10 you that the September 17th response from Nathalie Asher 11 to John Kelly -- Let's see. I would say it doesn't 12 dispute or admit the facts of - contained by the IG. It 13 just accepts the recommendation. 14 Q. Okay. Surely -- Well, I mean I don't know. 15 We can, I guess, dispute whether -- Certainly the - ICE 16 had the opportunity to dispute the facts if it wanted to 17 through that letter process, right? 18 MS. ARMSTRONG: Objection, calls for 19 speculation. 20 BY MR. CHAREST: 21 Q. Well, I'll take that objection. I'm 22 sustained. 23 The - the purpose of showing the draft report 24 body of OIG to ICE is to get ICE's comments on the draft 25 report, right?</p>
<p style="text-align: right;">Page 260</p> <p>1 be the sort of the part of the process that I - 2 that I would be part of. 3 BY MR. CHAREST: 4 Q. Okay. Well, ICE concurred with OIG's 5 recommendation from this report, correct? 6 I think there's a letter. 7 Yeah, it's on page twelve and thirteen, 8 Appendix A. 9 A. So ICE concurs with a single recommendation 10 and the single recommendation was that we conduct a full 11 review, so they concurred in - in conducting a full 12 review of the three issues that are here, so I don't 13 know that they concurred with the conclusions, but they 14 concurred with the recommendation that, "We recommend 15 that ICE conduct a full review of the ICE - Adelanto ICE 16 Processing Center and The GEO Group's management of the 17 center immediately to ensure compliance with the 2011 18 Performance-Based National Detention Standards. As part 19 of the assessment, ICE must review and ensure compliance 20 with the three items: Personal housekeeping 21 requirements associated with hanging bedsheet -- 22 THE COURT REPORTER: You have to slow down. 23 THE WITNESS: Oh, excuse me. 24 "Segregation and medical care," and then 25 obviously it goes on and says, "ICE concurred with</p>	<p style="text-align: right;">Page 262</p> <p>1 A. Correct. 2 Q. All right, and the comments that ICE had on 3 the report are reflected in that letter that is made 4 Appendix A to the OIG report, correct? 5 A. Yes. 6 However, I'll note that if you - if you look 7 at what is the Inspector General's sort of types of 8 reports, so this is a management alert which is a 9 particular type of report. It's something they do with 10 a little - I guess a little less formality and a little 11 more speed because I think they think it's important and 12 potentially quite rightly, so the type of 13 recommendations and the type of response would be 14 different than it would be in a particular - in an 15 inspection or an audit that, you know, encompassed 16 potentially more than one site visit or -- The process 17 is a little bit different. 18 Q. Okay, but you're not sitting here saying that 19 ICE didn't have access to the records that OIG had 20 access to, are you? 21 MS. ARMSTRONG: Objection, calls for 22 speculation. 23 THE WITNESS: So what I can say is, in other 24 words, unlike, you know, what I'll say is more 25 routine audits where if you pulled a sample and</p>

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<p>1 said we spoke to John and Joe and Sally and Billy 2 and we said we identified their information. We, 3 you know, showed the detainee files. It's a report 4 orderly process. The Inspector General has their 5 own authority to investigate. They may or may not 6 identify who they talked to.</p> <p>7 Now I agree with you that if they - if they 8 came on January 1st and there were fourteen people 9 could ICE figure out who it would be? Potentially, 10 yes, but I'll just tell you the process with the 11 Inspector General is a little different.</p> <p>12 And then the last thing I would add is 13 generally speaking given the special, what shall I 14 say, is authority and role that an IG plays, unless 15 they're sort of clearly wrong about something 16 agencies generally accept the recommendations 17 because the recommendations don't necessarily 18 involve specific facts, they involve sort of more 19 generalized concerns about doing something 20 different.</p> <p>21 BY MR. CHAREST:</p> <p>22 Q. I appreciate all those observations, but my 23 question was literally ICE has the ability to find out 24 which fourteen detainees were in custody that day and 25 has the ability to find out whether it - factually it</p>	<p>Page 263</p> <p>1 detainees' records and find out what they were accused 2 of, when they were accused of it and whether or not 3 there had been a disciplinary hearing before they had 4 been put into disciplinary segregation, correct?</p> <p>5 MS. ARMSTRONG: Objection, calls for 6 speculation.</p> <p>7 THE WITNESS: They can review the process for 8 each one of those fourteen detainees, yes.</p> <p>9 BY MR. CHAREST:</p> <p>10 Q. Right, so the information is fully available 11 to both GEO and ICE to dispute any factual assertions 12 that are set out here in the OIG's report? It's 13 available, right?</p> <p>14 A. I again, I would have to speculate, but I 15 believe that is a reasonable conclusion.</p> <p>16 Q. Okay, OIG goes on - goes on to say that based 17 on the final reviews and interview with GEO Group staff 18 the Adelanto Center "Places detainees in disciplinary 19 segregation prior to a guilty finding and a written 20 order of segregation." Now this is not just the 21 fourteen people. This is apparently GEO staff saying 22 this is true. Do you understand something differently?</p> <p>23 A. I'm reading what this says here and, yes, I 24 believe that's what it's saying.</p> <p>25 Q. Yeah, but do you understand -- Is it your</p>
<p>1 disagrees with what OIG said, it has that ability, 2 right?</p> <p>3 MS. ARMSTRONG: Objection, calls for 4 speculation.</p> <p>5 THE WITNESS: I don't know about those 6 particular folks. I would say it's possible, but I 7 don't know. I wasn't there for that.</p> <p>8 BY MR. CHAREST:</p> <p>9 Q. Well, hold on. I mean let's -- I'm not trying 10 to be obtuse here, but GEO and ICE can both find out 11 what day OIG inspected, right, through whatever records 12 are at Adelanto, right?</p> <p>13 A. Sure. Yes.</p> <p>14 Q. GEO and ICE can find out what fourteen 15 detainees were in disciplinary segregation on that 16 particular day, right?</p> <p>17 A. I suspect so, yes.</p> <p>18 Q. Yeah. I mean can you imagine a world where 19 that's not true?</p> <p>20 MS. ARMSTRONG: Objection, vague.</p> <p>21 THE WITNESS: Whether I could imagine it or 22 not, I suspect - I agree with you that they could 23 find out who those fourteen people were, yes.</p> <p>24 BY MR. CHAREST:</p> <p>25 Q. And GEO and ICE can pull those fourteen</p>	<p>Page 264</p> <p>1 belief, understanding that, in fact, the GEO staff at 2 Adelanto does not place detainees in disciplinary 3 segregation prior to a guilty finding and a written 4 order of segregation?</p> <p>5 A. So --</p> <p>6 MS. ARMSTRONG: Objection, vague.</p> <p>7 THE WITNESS: So I can't speak to these 8 individual cases, so - but I'm reading what's here. 9 If there was a process problem, right, we 10 would have looked at the process, made sure that 11 the process met the standards under detainee 12 discipline or security and then trained to that 13 standard, so again I don't know what was going on 14 in this precise instance, but the IG has obviously 15 identified an infirmity in the process and it would 16 be my job to work with the facility to put a 17 corrective action plan in place to make sure this 18 does not continue.</p> <p>19 BY MR. CHAREST:</p> <p>20 Q. Okay, so this observation as I read it and 21 then the following sentence is not limited to the 22 fourteen detainees on that particular day but rather 23 statements by staff saying that there was a practice in 24 place for all detainees to go directly to disciplinary 25 segregation after an alleged incident to prevent</p>

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<p>1 "further issues" with the detainee?</p> <p>2 A. Again as I read that that doesn't make sense</p> <p>3 on its face because disciplinary segregation requires a</p> <p>4 finding. There's no mention of administrative</p> <p>5 segregation, so again I don't know whether it was what I</p> <p>6 will say is a - a jargon problem or a labeling problem</p> <p>7 with the Inspector General --</p> <p>8 Q. I see.</p> <p>9 A. -- because again the Inspector General as I</p> <p>10 said they're generalists, so maybe they were thinking</p> <p>11 it's either protective custody and everything else is</p> <p>12 disciplinary segregation, I don't know, but this</p> <p>13 paragraph doesn't adequately clarify.</p> <p>14 What I will say to you is there's a process</p> <p>15 that is required by the standards that GEO was required</p> <p>16 to meet.</p> <p>17 Q. Sure. Well, we both agree on that. We both</p> <p>18 agree that the process and the standards exist. The</p> <p>19 question is are the process and standards met, right? I</p> <p>20 mean I don't think anyone's sitting here saying the</p> <p>21 process doesn't exist, it's right there in that inch</p> <p>22 thick document next to you, you know, but the question</p> <p>23 is are the GEO staff living up to it or not, I think,</p> <p>24 and if you read the words on the paper on the OIG report</p> <p>25 the conclusion has to be no, right?</p>	<p>Page 267</p> <p>1 been placed -- The -- Sorry. The segregation placement</p> <p>2 had happened before the appeal process had run its</p> <p>3 course. If that's true, if that's accurate that would</p> <p>4 be a violation of the standards that are set out in</p> <p>5 PBNDs as well, correct?</p> <p>6 MS. ARMSTRONG: Objection, vague.</p> <p>7 THE WITNESS: Right. So as I said before,</p> <p>8 people do not go to disciplinary segregation until</p> <p>9 they have a decision from the panel, but they would</p> <p>10 be in administrative segregation, so again I don't</p> <p>11 know whether someone conflated those two things or</p> <p>12 didn't understand that nuance and that's why this</p> <p>13 reads this way, but - but the standard requires</p> <p>14 prior to being placed in disciplinary segregation</p> <p>15 that there is a finding that the person, in fact,</p> <p>16 deserves to be disciplined.</p> <p>17 BY MR. CHAREST:</p> <p>18 Q. Right, so you say people do not go unless, and</p> <p>19 I think we can both agree people should not go unless,</p> <p>20 correct? Like the standard says they should not go,</p> <p>21 correct?</p> <p>22 A. Yes. I should say should. They are</p> <p>23 physically - you know, they're not somehow physically</p> <p>24 barred, so it should not could, yes.</p> <p>25 Q. And the fact is if the guards are not</p>
<p>1 MS. ARMSTRONG: Objection, vague.</p> <p>2 THE WITNESS: So when I read this I - it</p> <p>3 certainly describes a process that needed a review,</p> <p>4 but again as I said to you that it doesn't make</p> <p>5 sense as I understand the general range of</p> <p>6 restricting housing options as there's no mention</p> <p>7 of administrative segregation, that this seems</p> <p>8 incomplete to me, but again, you know, I'm reading</p> <p>9 this and certainly it's not optimal performance.</p> <p>10 BY MR. CHAREST:</p> <p>11 Q. Well, let's - let's - let's see if we agree on</p> <p>12 this much: If the OIG is accurate in describing</p> <p>13 detention or disciplinary segregation and not what you</p> <p>14 think is a mistaking administrative segregation</p> <p>15 misidentification it would be a violation of the</p> <p>16 standards under the - the PBNDs for GEO Group staff to</p> <p>17 immediately place a detainee into disciplinary</p> <p>18 standard - disciplinary segregation immediately</p> <p>19 following an incident before there was a finding of</p> <p>20 guilt and a written order of segregation, correct?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. The next observation the OIG makes</p> <p>23 pertains to it says only seven out of the fourteen</p> <p>24 people that were in segregation that day had</p> <p>25 disciplinary decisions at all and the - the folks had</p>	<p>Page 268</p> <p>1 conforming to the standards and putting people in</p> <p>2 disciplinary segregation before the steps that are</p> <p>3 required, that's a violation of the standards that we</p> <p>4 were just talking about, right?</p> <p>5 A. Yes.</p> <p>6 Q. That's what -- Okay.</p> <p>7 The next observation was as to the seven</p> <p>8 people that had penalties set out in - as a result of</p> <p>9 disciplinary panel decisions it says that the sanction</p> <p>10 imposed - "Sanctions imposed went beyond the penalties</p> <p>11 listed in the disciplinary panel decision."</p> <p>12 Now there's not any detail about what the</p> <p>13 sanctions - what sanctions were imposed and what weren't</p> <p>14 imposed, but if that's a true statement that's a</p> <p>15 violation by the GEO guards of the standards that are</p> <p>16 set out in PBNDs, correct?</p> <p>17 A. Yes. The document should be self-explanatory</p> <p>18 and be complete.</p> <p>19 Q. And, for example, the OIG uses two examples,</p> <p>20 one about the ability to purchase and keep commissary</p> <p>21 items and the other one about losing contact with</p> <p>22 family. If those sanctions are imposed on detainees --</p> <p>23 Well, the first one -- I guess, we'll do the commissary</p> <p>24 items. If that's imposed on the detainee even though</p> <p>25 the disciplinary panel did not authorize that as a</p>

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<p style="text-align: right;">Page 271</p> <p>1 sanction that would be a violation of the standard, 2 correct?</p> <p>3 A. Yes. Those -- Because loss of commissary 4 privileges it can be a sanction in and of itself, so it 5 doesn't surprise me that someone who was in disciplinary 6 segregation doesn't have access to commissary, but the 7 document should say that, yes.</p> <p>8 Q. Okay, and similarly the loss of contact for 9 family visits, apparently according to the OIG, you may 10 tell me they're full of it, but OIG says that's not even 11 a legit sanction under any circumstance.</p> <p>12 A. So there's an important -- I think you're just 13 misreading that slightly.</p> <p>14 Q. Okay.</p> <p>15 A. What it says is disciplinary segregation lose 16 contact visits.</p> <p>17 A contact visit is a visit where you have a 18 physical interaction with a person that's visiting you.</p> <p>19 Q. Gotcha.</p> <p>20 A. It does not mean they lost contact.</p> <p>21 Q. Okay. Well, thank you for the clarification.</p> <p>22 Still in all the loss of contact visits is not 23 an appropriate sanction under any circumstance, correct?</p> <p>24 A. No. That I'm not sure of.</p> <p>25 A contact visit again depending on why the</p>	<p style="text-align: right;">Page 273</p> <p>1 wheelchair and get into bed and if the person refused 2 this was the result, so it's sort of good intentions but 3 not depicted well in an Inspector General report. 4 That's my understanding of what happened here, so --</p> <p>5 Q. I'm just - your understanding is that the 6 detainee refused to get out of the chair?</p> <p>7 A. Correct.</p> <p>8 Q. So if people would just refuse to do what 9 they're told they're just left to their own devices or 10 are they -- I mean what if I just refused to go to bed?</p> <p>11 A. So I think that's there is the problem.</p> <p>12 This - this does not reflect what folks are 13 supposed to do, but we're talking about human beings on 14 both sides --</p> <p>15 Q. Right.</p> <p>16 A. -- and this is a situation as I understand it 17 that in an effort to be sort of kinder, if you will, 18 this was the result.</p> <p>19 Q. The kinder result was to leave the person in 20 the wheelchair for nine days straight?</p> <p>21 A. To not forcibly take the person out of the 22 wheelchair.</p> <p>23 Q. Okay.</p> <p>24 A. But again this is my understanding, but 25 that's - you know, this one I know a little more about.</p>
<p style="text-align: right;">Page 272</p> <p>1 person was in disciplinary segregation for contraband is 2 hard to say.</p> <p>3 Q. Okay. Well, OIG says it's not available as a 4 sanction, but who knows. I don't know. That's fine.</p> <p>5 The other issue that the OIG raises was with 6 respect - was with respect to a detain - disabled 7 detainee who apparently was stuck in his wheelchair for 8 nine days straight and not either assisted or helped or 9 whatever to get into his bed and/or to brush his teeth.</p> <p>10 That's not an - that's a violation of at least one, if 11 not several standards, correct, if that's true?</p> <p>12 A. So this case I do have some, you know, what 13 I'll say is we looked into this specifically.</p> <p>14 Q. Okay.</p> <p>15 A. As I understand it, I didn't meet this 16 particular detainee, but as I understand it this person 17 was given a wheelchair as a - as a - as an aid, they 18 were able, they were ambulatory, they could walk with a 19 cane or a walker. This is what I would say is a 20 circumstance that trying to what I'll say is be -- Let 21 me back up.</p> <p>22 Generally speaking for an orderly running of 23 facilities people need to follow instructions. However, 24 not every order that's given, and potentially this was 25 an example, that if someone said please get out of your</p>	<p style="text-align: right;">Page 274</p> <p>1 Q. Okay, what prompted the specific investigation 2 into the nine days in the wheelchair as opposed to the 3 fourteen detainees in disciplinary segregation?</p> <p>4 A. Well, this to me is a life safety issue just 5 by reading it, right? This could have been a vulnerable 6 person --</p> <p>7 Q. Sure.</p> <p>8 A. -- so I think the facts just require that and 9 also it has - you know, it's called out in very plain 10 terms in this report.</p> <p>11 Q. Who's the one? Who's the person that 12 decides -- This is an event worthy of further 13 investigation but this prior one is not. Who determines 14 that?</p> <p>15 A. I don't know the name that determines it, but 16 I'm just telling you what I did.</p> <p>17 Q. So you determined it then? You're the one 18 that went and looked into this nine days in the 19 wheelchair situation?</p> <p>20 A. I was more particularly interested in this 21 case, yes.</p> <p>22 Q. Okay, and not the fourteen days or the 23 fourteen people detained?</p> <p>24 A. Well, for all the reasons we just talked about 25 I think that was an interpretation question as opposed</p>

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<p>1 to a - a health issue.</p> <p>2 Q. You think the sanctions being imposed in</p> <p>3 excess of what was set out in the written order of</p> <p>4 segregation or whatever the written order was was an</p> <p>5 interpretation issue?</p> <p>6 A. No. The issue between administrative and</p> <p>7 disciplinary segregation that the IG doesn't</p> <p>8 distinguish, I think that's an interpretation issue.</p> <p>9 The - the four corners of the paperwork from</p> <p>10 the disciplinary process that did not detail every</p> <p>11 sanction that they imposed is a recordkeeping issue, an</p> <p>12 important one, but - but it's not of the same importance</p> <p>13 to me as this one.</p> <p>14 Q. Well, what if the panel actually didn't mean</p> <p>15 to take away the things that the guards took away and</p> <p>16 actually meant to be more circumscribed in its - in its</p> <p>17 punishment and the guards on their own volition added</p> <p>18 more punishment, it's just not recordkeeping, is it?</p> <p>19 MS. ARMSTRONG: Objection, calls for</p> <p>20 speculation.</p> <p>21 THE WITNESS: Yeah, again I don't know</p> <p>22 anything about that.</p> <p>23 All I will say is, and maybe this is</p> <p>24 important, every instance of noncompliance requires</p> <p>25 action. All I'm just telling you is just as a</p>	<p>Page 275</p> <p>1 way, so what I know about this is it required folks to</p> <p>2 make sure they're using a case-by-case analysis as</p> <p>3 opposed to sort of a generalized label of simply being</p> <p>4 in disciplinary segregation.</p> <p>5 Q. I think you ended up where we agree with each</p> <p>6 other, so let me see if I'm right.</p> <p>7 Placing all detainees that are in disciplinary</p> <p>8 segregation and restraints when outside of their cells</p> <p>9 is a violation of the standard?</p> <p>10 A. Again depending on if they were there that</p> <p>11 day.</p> <p>12 Q. No. I mean all as a policy.</p> <p>13 A. Yes. Yes, as a blanket matter, no, you cannot</p> <p>14 do that. It's a case-by-case basis.</p> <p>15 Q. Okay, and so if the five folks that were in</p> <p>16 the - in the detention or the disciplinary segregation</p> <p>17 area at the time all individually deserved it, as it</p> <p>18 were, within whoever determines that then that's - your</p> <p>19 point is you just have to do it case-by-case?</p> <p>20 A. Correct.</p> <p>21 Q. So if there was blanket policy of placing all</p> <p>22 detainees held in disciplinary segregation and</p> <p>23 restraints when outside their cells that would violate</p> <p>24 the PBNDS, correct?</p> <p>25 A. Correct.</p>
<p>1 question of facts I wanted to find out what</p> <p>2 happened in this particular case.</p> <p>3 BY MR. CHAREST:</p> <p>4 Q. The next item that the OIG points out is this</p> <p>5 notion of handcuffing and shackling folks that are in</p> <p>6 disciplinary segregation. If what the OIG says</p> <p>7 happened, that all detainees held in disciplinary</p> <p>8 segregation are placed in restraints when outside their</p> <p>9 cells, that's a violation of the PBNDS standard, right?</p> <p>10 A. Not necessarily.</p> <p>11 Q. Okay. Why not?</p> <p>12 A. The standard requires a case-by-case</p> <p>13 evaluation so, in other words, if for reasons or facts</p> <p>14 that could be articulated by the folks that are there,</p> <p>15 let's again without knowing the specifics of this</p> <p>16 particular group, but let's just say it was five people</p> <p>17 who were in for fighting, right?</p> <p>18 Q. Okay.</p> <p>19 A. That and you could articulate that, yes,</p> <p>20 people had, you know, evidenced some amount of, you</p> <p>21 know, dangerousness, if you will, then that would be an</p> <p>22 appropriate reason to use restraints, but if folks were</p> <p>23 in disciplinary segregation for some other reason and it</p> <p>24 didn't involve articulable facts or physical violence</p> <p>25 then the case-by-case basis would sort of tip the other</p>	<p>Page 276</p> <p>Page 278</p> <p>1 Q. All right, and what is the current policy now?</p> <p>2 A. It's to perform a case-by-case analysis.</p> <p>3 Q. And nothing changed as a result of this OIG</p> <p>4 inspection?</p> <p>5 A. It's not a change. It maybe have been a</p> <p>6 training issue, it may have been an interpretation</p> <p>7 issue, I don't know precisely, but - but the folks are</p> <p>8 required to meet the standard and the standards requires</p> <p>9 case-by-case.</p> <p>10 Q. And before this event was identified in the</p> <p>11 OIG report do you know what, in fact, was going on?</p> <p>12 A. I don't.</p> <p>13 Q. Okay, so you can't dispute the OIG's statement</p> <p>14 that GEO Group segregation supervisor and guards</p> <p>15 admitted that they place all detainees held in</p> <p>16 disciplinary segregation into restraints when outside</p> <p>17 their cells, can you?</p> <p>18 A. I don't have any personal knowledge to dispute</p> <p>19 what's written here.</p> <p>20 Q. Did you conduct a factual investigation in and</p> <p>21 around this or did you just make sure training got</p> <p>22 better?</p> <p>23 A. For - again for everything we, you know,</p> <p>24 developed a corrective action plan. I don't know the</p> <p>25 precise terms of it off the top of my head, but if it</p>

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<p>1 was a training issue or an interpretation issue that was 2 addressed.</p> <p>3 Q. Is it right to say that the PBNDS requires 4 face-to-face medical assessments of all detainees in 5 segregation at least once daily?</p> <p>6 A. I believe that's right. I mean I'd have to 7 look at the standards for the specifics, but - but folks 8 in special management units are entitled to appropriate 9 health care and that requires a knowing and, you know, 10 appropriate level of communication to make sure if they 11 have a medical issue it's addressed.</p> <p>12 Q. Yes. I mean the - the face-to-face assessment 13 is not something people that are in the general areas 14 get on a daily basis, is it?</p> <p>15 A. There's a different process for - for it if 16 someone is sick and needs to see a medical professional 17 there's a different process for them to do that. They 18 have different - obviously freedom of movement during 19 recreation during, you know, in a dormitory style 20 environment. Obviously if somebody's in restrictive 21 housing the medical professional has to go to them.</p> <p>22 Q. Right. Well, that's -- I mean four people -- 23 Maybe I'm wrong. I assumed that the face-to-face 24 medical assessment was sort of a heightened standard 25 because the person's in solitary confinement rather than</p>	<p>1 meaningful and that's what this is - is saying. 2 Q. Well, it says that next, but the first thing 3 it says is that out of the fourteen people in 4 segregation the - the folks walked through without even 5 talking to ten of them, right?</p> <p>6 A. It says, "Observed them doing so without 7 having any contact with ten of the fourteen in 8 disciplinary segregation."</p> <p>9 Q. Right, and that would be a violation of the 10 face-to-face medical assessment standard we just talked 11 about, right?</p> <p>12 A. Yes.</p> <p>13 Q. Okay, and as to the four the doctor apparently 14 asked in English whether the detainee was okay and then 15 moved on without any acknowledgment or response from the 16 detainee and the - what the OIG points out is, hey, look 17 that's a violation. Even though you sort of tried to 18 find out their medical condition, you don't know if they 19 spoke English and you didn't wait for acknowledgment, 20 right?</p> <p>21 A. Yes. As I said it has to be a meaningful 22 exchange.</p> <p>23 Q. Right, and so if the facts that happened as 24 described here by OIG are accurate, those are both 25 violations of the performance standards, correct?</p>
<p>1 being in a more healthy environment. Am I wrong with 2 that?</p> <p>3 A. Folks in the special management units there's 4 a - there's a process in place to sort of check on them 5 on a regular basis so, you know, the guards are trained 6 to not just walk by and look to make sure the person 7 is - is physically there. They're supposed to have a 8 communication, sort of a meeting of some amount of 9 comprehension and obviously that spills over into the 10 medical environment and potentially even more so because 11 you couldn't assess someone's, you know, current state 12 unless there was some communication.</p> <p>13 Q. So the medical assessment that we're talking 14 about here in the middle part of page seven is not a 15 doctor going on site but rather a guard making some sort 16 of assessment of the detainee's condition; is that 17 right?</p> <p>18 A. So I'm not sure. I don't know that it's the 19 guard because this says we saw nurses, physicians, 20 mental health providers conducting cursory walk-throughs 21 throughout disciplinary segregation, so this is we saw 22 two doctors, and I mean you're obviously reading this, 23 so I think what - what again this is saying, you know, 24 if folks are not English speakers I mean there has to be 25 a level of comprehension that is - that is knowing and</p>	<p>1 A. Yes, if there was either not a comprehension 2 because of a language issue and then there was a lack of 3 a mean - an opportunity for a meaningful exchange 4 because it was just somebody who was walking by neither 5 one of those two things would meet the standard.</p> <p>6 Q. Right.</p> <p>7 Now what, if anything, was done to address 8 that type of shortcoming?</p> <p>9 A. So there is a language line service that is 10 used at Adelanto and it's used in - in tens of thousands 11 of times over the course of a month. I mean it is - it 12 is -- Because there are many folks there that don't 13 speak English, there are some folks that speak Spanish, 14 there is many staff that speaks Spanish, so - so that's 15 a possibility, but there is a clear and available remedy 16 for language comprehension and there are telephones 17 around to - to get that technology and then again as I 18 talked about in terms of staffing there have been some 19 provider changes since this - this issue, so there are, 20 you know, different medical providers, different medical 21 staff.</p> <p>22 Q. I thought you said that the provider changes 23 happened in the 2015, '16 timeframe, didn't you?</p> <p>24 A. I meant staffing changes. So, in other words, 25 there have been increases. There was a different</p>

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1 company, there's - there's been a range of changes. 2 Q. Okay, but adding -- So the first thing you 3 said was, look, we have translation services now. 4 Great. That doesn't do anything with the ten - ten out 5 of fourteen people that had no contact at all, right? 6 A. All I would say is, in other words, I'm 7 hopeful, and this is generally the practice of the 8 Inspector General, but I obviously wasn't there that 9 day, they will do - you know, once they arrive they will 10 obviously identify themselves, they will walk around the 11 facility and if they see an issue they will immediately 12 communicate something that they -- They don't go back to 13 Washington and write this report and say, you know, you 14 did this wrong. They may very much memorialize the 15 finding, but if it's - they would articulate at the end 16 of that walk around at the end of that day a potential 17 finding, so I would not assume that any of these folks 18 after, you know, this interaction somehow, you know, 19 weren't addressed immediately. 20 Q. Well, what about the next day when OIG wasn't 21 there? I mean either Adelanto was having a bad day or 22 OIG saw on a day that it wasn't prepared for an 23 inspection a whole bunch of things or maybe it was an 24 interpretation, kind of a mix of both? 25 MS. ARMSTRONG: Objection.	1 asking you -- 2 A. I was not there that day. 3 Q. Right, and the fact that the Office of 4 Inspector General identifies a problem on any particular 5 day doesn't mean that the system is changed in order to 6 respond to that, does it? 7 A. Immediately no, but in other words, that's the 8 point of a corrective action plan. Either -- 9 Q. Are there -- I'm sorry. Go ahead. 10 A. Well, that's -- I mean you identify a root 11 cause, if it's an interpretation problem, if it's a 12 misapprehension, if it's a training problem, if it's a 13 staffing problem, so that may take some time, but - but 14 again that's the process. 15 Q. And did - is it -- What was the corrective 16 action that dealt with ignoring ten out of the fourteen 17 people that were in solitary that day? 18 A. I know again without having paperwork in front 19 of me I know there were changes in medical staffing 20 meaning I know there was a new doctor. In other words, 21 if a doctor was not living up to their performance that 22 doctor didn't remain in the employ, so things like that. 23 Q. Okay. 24 A. Right? 25 Q. And those are, I assume, not done in a vacuum,
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1 BY MR. CHAREST: 2 Q. Right? 3 MS. ARMSTRONG: Assumes facts not in evidence 4 and calls for speculation and vague. 5 THE WITNESS: So there's - I mean again 6 there's at least - there's a couple of findings in 7 here, right? I think we could agree there were 8 some process issues, there was some individual 9 issues that related to specific detainees, but - 10 but my only point is I guess what I was trying to 11 say is that from the time the - the inspectors were 12 there to the time this report was written while the 13 paperwork process of, you know, drafting corrective 14 actions, training, increasing staffing, whatever 15 that remedy would be the conversations happened at 16 that time on the ground. The - it's not a secret, 17 is all I'm saying, that the Inspector General 18 wouldn't have communicated at least their view that 19 something was a problem or noncompliant. 20 BY MR. CHAREST: 21 Q. You don't know that it happened or not, do 22 you? 23 A. I'm very familiar with the Inspector General's 24 general process of how they do inspections. 25 Q. But you just said you didn't know and I'm	1 they're done pursuant to either a corrective action plan 2 or some sort of disciplinary action was taken with a 3 doctor or something, there's some sort of record of 4 corrective action in response to this specific event 5 that we're talking about? 6 A. Yes. I mean there should be. I mean there's 7 a process again for just as you articulated if it was a 8 performance problem from a medical profession there's a 9 process of determining performance and what is an 10 appropriate, you know, remedy, is it training, is it 11 something that someone simply can't do the job. 12 That's - it's a process. 13 Q. So if something -- And I'm not trying to doubt 14 you. I just want to be sure that we can get to the end 15 of the rainbow here. 16 If someone wanted to prove that some sort of 17 correction action had actually taken - corrective action 18 had actually taken place vis-a-vis the change in 19 personnel or better training or whatever there should be 20 some sort of documentation that reflects that change 21 that resulted from these observations on the bottom half 22 of page seven of Exhibit Seven, right? 23 A. Yes. The corrective action plan would be 24 captured, yes. 25 Q. Okay. All right. All right, so you

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<p style="text-align: right;">Page 287</p> <p>1 understand that there is a corrective action plan that 2 pertains to that very issue about ten out of fourteen 3 people being ignored by the doctors in - in solitary? 4 A. I don't know precisely as to those ten or 5 fourteen, but if there was a problem with having 6 meaningful - meaningful communications for folks in a 7 special management unit by the medical staff that would 8 have been addressed. I don't know precisely how it was 9 addressed in this situation. I'm talking just 10 generally.</p> <p>11 Q. Okay. Well, I'm confused now because you said 12 if there was a problem. Let me -- Ten out of fourteen 13 people being ignored is a problem if it - if it 14 happened?</p> <p>15 A. If it happened, yes, and again I don't - I 16 cannot dispute what this reads, but again I wasn't on 17 the ground there to - to, you know, be familiar with the 18 facts personally.</p> <p>19 Q. Right, but we're not hoping that -- I mean 20 we're not relying on whether or not OIG stopped off and 21 said, hey, warden, or whatever floor boss or whatever 22 you call the people that are out there?</p> <p>23 A. Right. Neither of those two things.</p> <p>24 Q. Right. Pit boss, I don't know. Whatever. 25 We're not relying on - on the notion that OIG</p>	<p style="text-align: right;">Page 289</p> <p>1 tracking issue.</p> <p>2 Q. Cool. Well, we'll just look at the database 3 eventually, I guess.</p> <p>4 All right. Cool.</p> <p>5 The next topic, the OIG report goes on, is the 6 delay and inadequacy of medical care and the report 7 identifies that four of the thirteen detainees that OIG 8 interviewed reported waiting weeks or months to see a 9 doctor and that the GEO guards said that it was their 10 policy and the GEO guards' policy to start the 11 countdown, I think it was, and maybe I'm looking at the 12 wrong one.</p> <p>13 Let's talk about the first one first and I'll 14 clarify.</p> <p>15 If thirteen - four of the thirteen people that 16 were interviewed had to wait weeks or months to see a 17 doctor, is that a violation of the PBNDS?</p> <p>18 A. So again I don't know precisely what - what 19 they're talking about, in other words, because it could 20 be many things there. In other words, within the first 21 twelve hours they already get a medical screening, 22 right, and then I think it's seven days they are to see 23 a medical provider and again if it's not seven days, ten 24 days. There's a number in here.</p> <p>25 Q. Or a magnitude if I get you. Yeah.</p>
<p style="text-align: right;">Page 288</p> <p>1 went and reported this ten out of fourteen people being 2 ignored on that day? The generation of this report will 3 have spawned some sort of a correction action - 4 corrective action, correct?</p> <p>5 A. Yes, and we would obviously take this very 6 seriously. I mean --</p> <p>7 Q. Well, you say would have. I mean did you? 8 Not abstract --</p> <p>9 A. Yes.</p> <p>10 Q. -- you would have.</p> <p>11 A. Yes. In other words, every single one of 12 these allegations and concerns would - would have been 13 run down, right? In other words, not necessarily by me 14 personally, so I can't - I can't tell you the physical 15 steps and, you know, things that were done at Adelanto 16 for these folks, but in response to findings by a client 17 and in this case in a broad sense the Department of 18 Homeland Security, we would look at what happened, look 19 at the instances of non-conformity and put steps in 20 place to make sure that we meet the standards.</p> <p>21 Q. And those steps will be reflected in that 22 contract compliance database or Miss Pearman's - Ms. 23 Pearman's tracking Excel spreadsheet? Yeah?</p> <p>24 A. It would be in the database, not in the 25 tracking sheet. It's not - it wasn't going to be a</p>	<p style="text-align: right;">Page 290</p> <p>1 A. So there are certain what I'll say is trigger 2 points, if you will, so I don't know whether these are 3 initial health screening visits, I don't know whether 4 these are specialty visits.</p> <p>5 You know, I will tell you that there's a 6 demand for specialty just like every place in the United 7 States that is probably inadequate. For time wise 8 everybody would like to see their specialty doctor 9 sooner and then imagine sort of since again GEO has no 10 control over how long someone stays or, you know, 11 whether or not they're granted a change of venue or how 12 their legal process goes on it's a lot to reconcile, 13 so - which is not saying it's mandatory and we have to 14 do our absolute level best to do it, but I don't know 15 that four of the thirteen relating weeks or months to 16 see a doctor I would say for what.</p> <p>17 Q. You don't know the circumstances enough to 18 know whether or not you would do that as a violation of 19 the standard I guess is what you're saying?</p> <p>20 A. I would say it's not optimal to have someone 21 waiting weeks and months to see a doctor, particularly 22 months, but I don't know in this case what precisely 23 this finding issued to know whether or not it was 24 noncompliant.</p> <p>25 Q. And did you do any - did you personally take</p>

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<p style="text-align: right;">Page 291</p> <p>1 any steps to kind of track down the facts behind that 2 set of interviews or those detainees' histories to - to 3 learn more about whether or not GEO had been compliant 4 with the obligation to provide medical care for the 5 folks at Adelanto?</p> <p>6 A. I personally did not, but I know that our 7 health care folks who are in the Provision Department, 8 they don't - they supervise the health care, the 9 facilities, but I know that they are responsible for 10 doing that and they did that.</p> <p>11 Q. All right, the report references a 2017 12 outside medical review addressing excessively long as it 13 described here waits to see health care providers. Do 14 you know what report the OIG is referring to here, the 15 2017 outside medical review?</p> <p>16 A. I don't.</p> <p>17 Q. Are you aware of whether or not detainee 18 deaths, the death reviews since the fiscal year 2015 19 identified medical care as related to the - the death of 20 the detainees?</p> <p>21 A. I have no personal knowledge about the reports 22 and I know they happened and I know that is a process 23 that happens at ICE, but I - but I don't know the 24 specifics.</p> <p>25 Q. You're not someone that reviews the - the</p>	<p style="text-align: right;">Page 293</p> <p>1 detainee death notification that requires - there's a 2 whole process in terms for adequate transparency, so 3 it's something ICE puts on its website, so I - but I 4 don't know off the top of my head.</p> <p>5 Q. So GEO doesn't track that information?</p> <p>6 A. GEO certainly tracks mortality events in our 7 facilities, yes, but I - I don't have a tally of them 8 off the top of my head.</p> <p>9 Q. Does GEO create some sort of detainee death 10 report, like it doesn't have to be the same one as ICE 11 does but some sort of systematic review of the 12 circumstances around the detainee's death?</p> <p>13 A. I know the medical professionals at GEO review 14 them. The precise documents they create I don't know.</p> <p>15 Q. Review them. What's the them?</p> <p>16 A. I'm sorry. A - a mortality event, untimely 17 death.</p> <p>18 Q. So the doctors at the facility will look into 19 the circumstances of the detainee's death?</p> <p>20 A. I don't think that the -- No. Not the 21 provider at the facility level. In other words, there 22 are medical professionals at the corporate office that 23 oversee the health care provision. It is that group of 24 folks that would review detainee deaths.</p> <p>25 Q. Okay, so the people responsible for the people</p>
<p style="text-align: right;">Page 292</p> <p>1 detainee death reports?</p> <p>2 A. No.</p> <p>3 Q. Who does that?</p> <p>4 A. Those are documents generated by ICE.</p> <p>5 Q. No one in GEO reviewed them?</p> <p>6 A. ICE's reports? Not that I'm aware of.</p> <p>7 Q. So ICE creates like a twenty something page 8 report about a detainee that dies in a GEO facility and 9 GEO doesn't review the report?</p> <p>10 A. I have never in my time at GEO seen ICE send a 11 detainee death review report to GEO. Maybe somebody 12 else gets them, but I do not.</p> <p>13 Q. Do you know how many - how many people have 14 died at Adelanto since your time at GEO?</p> <p>15 A. No. Not off the top of my head.</p> <p>16 Q. Even an order of magnitude? Five, ten, 17 fifteen?</p> <p>18 A. I - I would be guessing. I think this fiscal 19 year I want to say there's been seven detainee deaths 20 system wide, but I could be wrong.</p> <p>21 Q. You know, and so that's system wide. That's 22 all of GEO's properties?</p> <p>23 A. I mean all for ICE.</p> <p>24 Q. Oh, all ICE properties?</p> <p>25 A. So ICE has a policy, you know, regarding a</p>	<p style="text-align: right;">Page 294</p> <p>1 that are the doctors at the facilities are the ones that 2 look into the detainee deaths within GEO; is that right?</p> <p>3 A. Right, just to clarify what you would be 4 responsible. In other words, they're not responsible 5 for actually providing the medical service. They're 6 supervisors of those folks.</p> <p>7 Q. Yeah. I think we're probably saying the same 8 thing, but let me try and do it more cleanly.</p> <p>9 The supervisors of the people responsible for 10 providing medical care at the GEO facilities are the 11 same people who review the events and mortality of 12 detainees at GEO facilities, correct?</p> <p>13 A. Yes, and then as I - as I put the word 14 supervise it may not be actually also accurate because 15 there are corporate medical practice states, there are 16 places where - that ICE provides medical health care 17 services. Immigration Health Services Corps is the ones 18 who do it, so it's a range of folks but, in other words, 19 if there's a, you know, a detainee that dies at a GEO 20 facility there is a process that the medical 21 professionals at GEO responsible for detainee health 22 care undertake. I don't know precisely what documents 23 they create, but I know they are obviously involved.</p> <p>24 Q. Yeah, I'm curious about the chain of command 25 there and what I'm - I think you expressed it to me, I</p>

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<p style="text-align: right;">Page 295</p> <p>1 want to be real clear, you have people at a facility 2 like Adelanto who provide medical care to the detainees, 3 right? 4 A. Correct. 5 Q. A detainee passes away at Adelanto. The 6 people that review the circumstances of that detainee's 7 death are the same people that oversee the people that 8 provide medical care at that location? 9 A. It may not be quite that simple depending on 10 what type of practice state we're talking about, and I'm 11 not sure whether California is a corporate medical 12 practice state or not. In other words, there are places 13 where the doctor is sort of an independent contractor 14 and - and then there are peer reviews and there's a 15 process unique to medical providers that how that is 16 evaluated. 17 Q. But that's external to GEO. Still within GEO 18 there will be I would assume some sort of review 19 internally about the mortality event, right? 20 A. Yes. I believe that's right. 21 Q. And the people that do that are the same 22 people that oversee the provision of medical care at the 23 local facilities? 24 A. In some cases, yes. In some cases, no. 25 Q. In some cases the no being it's the same group</p>	<p style="text-align: right;">Page 297</p> <p>1 OIG's observation that the PBNDS requires the provision 2 of checkups and cleanings for dental care every six 3 months? 4 A. I'd have to actually look precisely at the 5 standard, but I mean provision of basic dental care 6 services is certainly required by PBNDS. 7 Q. So the period is kind of an issue as well? I 8 mean do you have any question that six months is 9 accurate? 10 A. I would have to look at the standard to make 11 sure. I know it's different from the Marshals Service 12 and I know it's different for BOP, so I'd have to - you 13 know, again I don't -- I try not to memorize these 14 things because you can often be wrong. 15 Q. Right. 16 Is it -- Do you understand whether -- So the 17 next observation by OIG is that, "The Adelanto Center" 18 which is run by GEO, of course, "Does not include time 19 spent at other ICE facilities when calculating the six 20 month" period between checkups and cleanings and dental 21 procedures. Do you know if that's an accurate 22 description of the policy at Adelanto or not? 23 A. So I don't believe that is a policy. What I 24 would say is that as far as I understand I don't know 25 that the Adelanto facility knows where a detainee came</p>
<p style="text-align: right;">Page 296</p> <p>1 of people but that group of people doesn't necessarily 2 oversee the medical care at every location? 3 A. No. It could be a place that ICE provides 4 medical care itself and GEO doesn't provide medical 5 services. 6 Q. Yeah, but the person that does the review of 7 the mortality is the same person that in otherwise - 8 other circumstances would have oversight over the 9 medical care at the different facilities, right? 10 A. Unless it's provided by ICE is what I'm saying 11 or if we use a sub -- I mean again it's a little bit 12 more complicated -- 13 Q. Yeah. 14 A. -- in the sense that if we have a 15 subcontractor that is responsible for medical we're 16 responsible for the standard, but the relationship among 17 the doctors is different, so it's a nuance, but -- 18 Q. Sure. 19 And you're not on the cc list, as it were, for 20 the reviews of the mortality events that are done within 21 ICE? I'm sorry. Within GEO. 22 A. No. 23 Q. All right, the next topic on the OIG report is 24 dental care and the header says Dental Providers Do Not 25 Provide Basic Dental Care. Do you agree, sir, with the</p>	<p style="text-align: right;">Page 298</p> <p>1 from and how long they've been in ICE detention 2 elsewhere. In other words, if ICE informs us of that, 3 but there's no way - we don't have a system to check 4 someone's immigration detention status over a period of 5 time. We know when they come into Adelanto, we would 6 know when they would leave Adelanto and I think it's 7 possible, but I don't know that if they went to another 8 GEO facility at someplace we'd obviously have an 9 encounter with them from the other location, but I don't 10 know that there is a system to calculate overall 11 detention time before someone got to Adelanto. 12 Q. Okay, that surprises me. I can't prove it 13 otherwise, but I mean I'll tell you the honest truth. I 14 just can't believe that is it right to say that someone 15 can be in ICE custody for years and you would not - 16 there's no way for the - for the vendor to know that 17 person's prior history at other locations? Is that -- I 18 mean there's no way to know that? 19 A. I didn't say there's no way to know it. What 20 I'm saying is I - I don't know, and again this is - this 21 is my understanding -- 22 Q. Sure. 23 A. -- that there's not an automated way that 24 there's this what I'll say is dossier or summary, if you 25 will, that sort of, you know, has that information teed</p>

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Page 299 <p>1 up. Now one could read this and be surprised, but I 2 believe that's the case.</p> <p>3 Q. All right, so your understanding of the 4 situation on the ground is that the guards were trying 5 to keep track of every six month kind of issue, if that 6 is the correct period to say, don't have sufficient 7 information to reach back before the detainee's arrival 8 at Adelanto - Adelanto, correct?</p> <p>9 A. I believe that's right. I mean again that's 10 my understanding. There may be people that are closer 11 at the provision of these services that would know more, 12 but that's my understanding.</p> <p>13 Q. Is that your understanding based on -- Is that 14 when you asked a question about what's going on here and 15 someone told you, yeah, we can't do any better because 16 we don't have that information? Was that like kind of 17 the result of your analysis here or is that just your 18 understanding of the world writ large and you're 19 applying that to this set of facts?</p> <p>20 A. So that - it doesn't reflect my personal 21 understanding of what went on here.</p> <p>22 I believe we did increase dental staffing at 23 Adelanto, but I'd have to check to, you know, make sure 24 my recollection is correct, but so - but, you know, 25 again other people who are closer to this than me would</p>	Page 301 <p>1 getting done. I don't know whether this is true or not 2 true. I absolutely concede though that is what is 3 written on the page here in the Inspector General 4 report.</p> <p>5 Q. Okay, when you're talking about triage in 6 particular, you're talking about the dentist saying he 7 doesn't have time to do cleanings or screening, doesn't 8 do fillings as a result and basically offers to pull 9 teeth out if you have a problem with your teeth; is that 10 right?</p> <p>11 A. That's what it says, yes.</p> <p>12 Q. Whose job within GEO is it to know the factual 13 information that underlies this OIG report?</p> <p>14 A. It would be many people, right? I mean this 15 has crossed many different - different topics, so we 16 have a chief medical officer that obviously is 17 responsible for medical care sort of generally, there 18 are folks in the operational side in GEO Correction and 19 Detention that we were responsible through the facility 20 chain of command and, you know, they would obviously 21 also have, you know, the physical plant and security 22 issues that would be the same with the operational 23 folks.</p> <p>24 Q. And were those people the ones that were 25 tasked with addressing the corrective actions that spun</p>
Page 300 <p>1 know more, but it's my understanding that - that this is 2 generally what happens.</p> <p>3 Q. Do you dispute the OIG's summary of the dental 4 care logs when OIG says that no detainees received 5 cleanings for almost four years straight?</p> <p>6 A. Again I don't - I don't know - I don't know 7 precisely what happened here. I know that if true this 8 does not meet the standards.</p> <p>9 I believe we are now in a place where we are 10 meeting the standards through staffing changes and 11 whatever other, you know, corrective action plans were 12 put in place, so - but I have no factual basis to 13 dispute what's written here.</p> <p>14 Q. Okay, and you say what's written here. You've 15 been kind of gesturing to the bottom page of - bottom 16 part of page eight, and just to be - so the record 17 doesn't have a blank there about what is here, things 18 that are listed are no detainees having received 19 fillings in four years, interviewee is reporting 20 multiple teeth falling out and have been waiting more 21 than two years - having waited more than two years to 22 have cavities filled, right? Those are the things that 23 you're talking about?</p> <p>24 A. Yes. In other words, I do - you know, as I 25 read on here there was a certain amount of triage</p>	Page 302 <p>1 off as a result of this report, this OIG report?</p> <p>2 A. When you say tasked, in other words, not 3 tasked by me. You know, they have obviously again their 4 own chain of command which is not in my chain of command 5 so, you know, again I partner with them to make sure 6 that we have identified the root cause and if there are, 7 you know - you know, pushes and pulls that are required 8 to be adjusted that we've sort of taken a look at it 9 comprehensively understanding what the standards require 10 and put, you know, something in place that will lead to 11 lasting compliance.</p> <p>12 Q. What was the root cause for this dental 13 situation in the final analysis to your understanding?</p> <p>14 A. I believe it was a staffing issue.</p> <p>15 Q. Meaning there wasn't enough - there were not 16 enough dentists to handle all the people that were 17 there?</p> <p>18 A. I believe that is correct, and that is - that 19 is something that, you know, happens from time to time 20 whether there was a vacancy that wasn't filled. I don't 21 have, you know, it literally on the tip of my tongue, 22 but - but I believe it was a volume question in terms of 23 capability.</p> <p>24 Q. All right, the - having another dentist isn't 25 going to make floss available and change the</p>

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Page 303 <p>1 recommendation that people use string from their socks 2 as floss, is it? 3 A. I'm sorry. So we provide dental floss as part 4 of the standard hygiene kit. I don't know where that 5 came from, and obviously if someone offered that sort of 6 answer then shame on them. 7 Q. So the recommendation to which ICE concurred 8 was a full review of the Adelanto Processing Center and 9 The GEO Group's management of the center immediately to 10 ensure compliance with the entirety of the 2011 PBNDS? 11 Specifically as part of the assessment OIG said ICE must 12 review, ensure compliance with the standards addressing 13 personal housekeeping requirements associated with the 14 bedsheets, segregation and medical care and that's a 15 recommendation that ICE agreed with, correct? 16 A. Yes. As I read this report, yes. 17 Q. All right, and when that happens, when ICE 18 agrees - agreed with this recommendation how - what's 19 the next step in terms of what GEO actually does to 20 address all of the things that are identified in this 21 report that is Exhibit Seven? 22 A. So it would depend. 23 I think as we talked about before there's - 24 there's the quality assurance surveillance plan. You 25 know, ICE could - could work in anyway it sees fit.</p>	Page 305 <p>1 What did GEO do -- I assume ICE said, hey, we 2 have this report, fix it, right, but I mean maybe it was 3 more, but what did GEO do to address its sub-performance 4 at the Adelanto facility that's reflected here in this 5 OIG report? 6 A. So as I said before I can't - I don't have the 7 corrective action plans in front of me, so I couldn't 8 tell you precisely the steps, but I will tell you that 9 in - when an area of nonconformance or noncompliance is 10 identified it's - a corrective action plan is drafted, 11 it is tracked in the process that I described before as 12 part of our quality assurance plan. 13 Q. Did GEO suffer any financial penalty as a 14 result of the events set out in the OIG report that is 15 Exhibit Seven? 16 A. I don't again as we talked about before the 17 contractor discrepancy report is not something that 18 comes directly to me. I don't have personal knowledge 19 of one, so I don't know, but - but I wouldn't say one it 20 didn't happen. I don't know whether it did happen or 21 didn't happen. 22 Q. Okay. Sorry. Thank you. 23 Are there any corrective action plans that 24 remain open, unaddressed or whatever the term is -- 25 Before I ask that question what is the term for</p>
Page 304 <p>1 This report obviously, you know, in response was after I 2 left ICE, so I don't know precisely what - what ICE, you 3 know, directed the contractor to do. 4 Q. But you were the contractor, right? I mean 5 you worked with the contractor. You're -- Not GEO 6 necessarily, but you worked there. Are you aware of 7 whatever steps were required by ICE in response to this 8 OIG report? 9 A. I don't know precisely what steps that I could 10 list out, you know, to you, but as again as I said, you 11 know, remember, there's in addition to the Facility 12 Administrator there's an Assistant Field Office Director 13 whose sole job it is to work side-by-side at Adelanto 14 and is ultimately responsible for the care and treatment 15 of ICE detainees so, you know, that would be what -- You 16 know, whether there was a communication at the field 17 office level, whether there was a communication at 18 headquarters I don't know precisely how they - how ICE 19 implemented this recommendation. 20 Q. I thought you mentioned corrective action 21 plans that resulted from this. Was it more than the 22 corrective action plans? 23 A. So I thought you asked me what ICE did. 24 Q. I'm sorry. I guess that's a poor question 25 then.</p>	Page 306 <p>1 something, you know, when you start a corrective action 2 plan and it's not yet completed to your satisfaction? 3 What's the term? 4 A. We call them open. It could be pending, 5 unresolved, something -- 6 Q. Okay, there's no magic word then? 7 A. Hu-huh. (Negative response). 8 Q. Okay, are there any corrective action plans 9 that remain open, pending or unresolved that were 10 generated as a result of this OIG report that is Exhibit 11 Seven? 12 A. It's my understanding the - the issues in this 13 report have been resolved, meaning they are - they - a 14 corrective action plan was in place and we should be 15 compliant now. 16 Q. So does the -- You're not sitting here saying 17 everything was fine when OIG showed up and it's just a 18 bunch of nothing? They - OIG identified some real 19 issues, right? 20 A. I'm certainly not saying that the OIG showed 21 up and there's no merit to their report. I'm not saying 22 that, no. 23 Q. OIG identified some actual real important 24 issues, correct? 25 A. I would say every issue identified by the</p>

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<p>1 client is important.</p> <p>2 Q. Leave aside the customer service aspect of it.</p> <p>3 OIG identified issues that had real material effects on</p> <p>4 the detainees and their - and their quality of life,</p> <p>5 correct?</p> <p>6 A. Assuming everything in here is true which</p> <p>7 again I don't - I can't know one way or the other, but</p> <p>8 there are some significant issues in here that, yes,</p> <p>9 required immediate action and are significant, yes.</p> <p>10 Q. All right, would the immediate action steps</p> <p>11 also be reflected in a corrective action plan or are</p> <p>12 they too fast for the corrective action plan process?</p> <p>13 A. Yeah, no, it wouldn't - it would not be part</p> <p>14 of the corrective action process.</p> <p>15 Q. How would we know what the immediate steps</p> <p>16 that were taken -- What immediate steps were taken, if</p> <p>17 anything?</p> <p>18 A. There would be somebody at the local level</p> <p>19 that I would probably know, you know, that act, you</p> <p>20 know, that work.</p> <p>21 Q. Who is the person most likely to know what</p> <p>22 immediate steps were taken in your own experience?</p> <p>23 A. The Facility Administrator is the one who is</p> <p>24 the leader of that organization, I mean, so James</p> <p>25 Janecka is the Facility Administrator.</p>	<p>1 A. Yes.</p> <p>2 Q. All right, you're familiar with this report</p> <p>3 from OIG?</p> <p>4 A. Yes.</p> <p>5 Q. And it is as its title suggests a - I'll call</p> <p>6 it a focus on four different detention facilities, one</p> <p>7 of which is Adelanto, correct?</p> <p>8 A. Correct.</p> <p>9 Q. All right, and basically it says - it</p> <p>10 identifies certain performance shortcomings at these</p> <p>11 four different detention facilities and it's in view of</p> <p>12 OIG at least, right?</p> <p>13 A. I'm sorry. One more time?</p> <p>14 Q. Yeah.</p> <p>15 Basically the report identifies performance</p> <p>16 shortcomings by the operator of four different detention</p> <p>17 facilities at least in the view of OIG, correct?</p> <p>18 A. Yes. As I understand it this is a follow on</p> <p>19 to at least a portion of the report that we were just</p> <p>20 talking about, but it's the same type of report even</p> <p>21 though the title is a little different.</p> <p>22 Q. Yeah, so it talks about that. It says in the</p> <p>23 middle paragraph under what we found and I'll read it to</p> <p>24 you and see if you have the same understanding, "Because</p> <p>25 we," OIG, "Observed immediate risks or egregious</p>
<p>1 MR. CHAREST: Okay.</p> <p>2 Let's if you don't mind take five and I've got</p> <p>3 one more to go through and we'll go faster than</p> <p>4 this.</p> <p>5 THE VIDEOGRAPHER: We are going off the video</p> <p>6 record 4:40 p.m.</p> <p>7 (Whereupon, there was a brief recess observed)</p> <p>8 THE VIDEOGRAPHER: We are back on the video</p> <p>9 record 4:54 p.m.</p> <p>10 BY MR. CHAREST:</p> <p>11 Q. How are you doing, Mr. Ragsdale?</p> <p>12 Have you been deposed before?</p> <p>13 A. I have.</p> <p>14 Q. You seem like it which is not a bad thing.</p> <p>15 You're just like you get the game. It's cool.</p> <p>16 How many times?</p> <p>17 A. Probably under ten.</p> <p>18 (Whereupon, Exhibit 8 was marked)</p> <p>19 BY MR. CHAREST:</p> <p>20 Q. I'm handing you a document that's been marked</p> <p>21 as Exhibit Eight. Eight is an OIG report titled</p> <p>22 Concerns About ICE Detainee Treatment and Care at Four</p> <p>23 Detention Facilities dated June 3rd, 2019 and I'm</p> <p>24 calling it case number OIG-19-47. Have I accurately</p> <p>25 described the document, sir?</p>	<p>1 violation - violations of detention standards at</p> <p>2 facilities in Adelanto" and one at Essex County,</p> <p>3 "Including nooses in detainee cells, overly restrictive</p> <p>4 segregation, inadequate medical care, underreported</p> <p>5 security incidents and significant food safety issues,</p> <p>6 we issued individual reports to ICE after our visits to</p> <p>7 those two facilities." First off, did I read that</p> <p>8 correctly?</p> <p>9 A. Yes.</p> <p>10 Q. All right. Great.</p> <p>11 And so what I took that to mean was in</p> <p>12 connection with OIG's visits to four facilities before</p> <p>13 they were addressed in this report that is Exhibit Eight</p> <p>14 it found two facilities, one of which was Adelanto with</p> <p>15 such violations that in OIG's view were "egregious" and</p> <p>16 required immediate action. Is that a fair assessment of</p> <p>17 the OIG report on the interaction between the report we</p> <p>18 just talked about which is Exhibit Seven and the report</p> <p>19 we're about to talk about which is Exhibit Eight?</p> <p>20 A. Yes. I - I believe that's what it says. I</p> <p>21 also know that Exhibit Seven is a report about Adelanto.</p> <p>22 What I wouldn't say with a hundred percent certainty</p> <p>23 without looking at the OIG website is to know that if it</p> <p>24 was any other OIG report that they issued on Adelanto</p> <p>25 and that's what they're referring to here.</p>

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<p style="text-align: right;">Page 311</p> <p>1 Q. Right. Well, the list of egregious violations 2 that the OIG lists here include nooses, overly 3 restricted segregation and inadequate medical care all 4 of which are addressed in the report that is Exhibit 5 Seven, right?</p> <p>6 A. Correct.</p> <p>7 Q. All right, so either there's another report 8 out there with those topics or that's the report we're 9 talking about, Number Seven.</p> <p>10 A. I want to make sure. I can't say that there's 11 nothing else out there. I'm just being precise.</p> <p>12 Q. Excellent.</p> <p>13 All right, let's turn to the performance 14 standards that OIG identified as having been not met. 15 The first one that pertains to Adelanto that I noted was 16 on page four. The second bullet point down says at 17 Adelanto where generally it's talking about food service 18 issues at these facilities, so at the second bullet 19 point the OIG talks about, "At Adelanto, lunch meat and 20 cheese were mixed and stored uncovered in large walk-in 21 refrigerators. Lunch meat was also unwrapped and 22 unlabeled. Chicken smelled foul and appeared to be 23 spoiled and food in the freezer was expired." Did I 24 read that correctly?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 313</p> <p>1 that is appropriate to use. I don't know personally 2 about it, but that is my understanding.</p> <p>3 Q. I went to a cooking class and they didn't say 4 anything about flash cooling.</p> <p>5 A. It was - it was new to me the first time I 6 heard it too, but that's my understanding.</p> <p>7 Q. I'm not trying to be glib, but okay.</p> <p>8 How about the food in the freezer? What's 9 your answer there?</p> <p>10 A. So I do believe there may have been food that 11 was beyond its expiration date and I believe there's a 12 system in place to make sure that is regularly checked 13 and anything that's expired is discarded.</p> <p>14 Q. When you answered about lunch meat was your 15 answer for lunch meat addressing both the first and the 16 second points that pertain to Adelanto both of which 17 start with lunch meat?</p> <p>18 A. I believe they were - I'm not sure if they 19 were sandwiches or in what arrangement they were, but I 20 know they were wrapped in some sort of individual 21 container, but there was no metal container on top of 22 the larger container that, you know, held those two 23 items which is noncompliant. It has to have a metal 24 container on top of it.</p> <p>25 Q. All right.</p>
<p style="text-align: right;">Page 312</p> <p>1 Q. All right, does GEO dispute that those 2 conditions existed when OIG visited the Adelanto 3 facility?</p> <p>4 A. So I have some understanding of this 5 allegation, again not from personal knowledge, but the 6 lunch meat and cheese were stored in an uncovered sort 7 of larger sort of stainless steel container that did not 8 have a lid on it but they were individually wrapped. 9 The requirement, however, is for the items even though 10 they are individually wrapped to have a cover on them in 11 the freezer, so that was true and that's been corrected. 12 As it relates to the chicken, the chicken as I 13 understand it was cooked by the detainees that were 14 working in the kitchen and it was warm and there's a 15 process for "flash cooling" where you put food in ice 16 water and cool it to, you know, the appropriate 17 temperature for storage. That is what happened here. I 18 imagine it created an unpalatable looking container of 19 chicken, but that is what I understand had happened 20 there.</p> <p>21 Q. Is flash cooling one of the standard cooking 22 practices at Adelanto?</p> <p>23 A. So there's a food safe regime of handling food 24 in a place that serves, you know, meals at an 25 institution and flash cooling is apparently a technique</p>	<p style="text-align: right;">Page 314</p> <p>1 A. A metal lid. Excuse me.</p> <p>2 Q. So aside from the flash cooling chicken these 3 are legit violations or shortcomings of the standard 4 that happened at Adelanto - Adelanto under GEO's watch, 5 correct?</p> <p>6 A. Correct.</p> <p>7 Q. The next topic that the OIG inspector report, 8 OIG-19-47 addresses is inappropriate segregation 9 practices at three facilities, one including Adelanto, 10 infringe on detainees' rights. The report identifies 11 Adelanto, Essex and Aurora facilities, correct, for that 12 section?</p> <p>13 A. Yes.</p> <p>14 Q. All right, the - the report says, "Two 15 facilities," one of which is Adelanto, "Prematurely 16 placed detainees in disciplinary segregation and all 17 three facilities," one of which is Adelanto, "Placed 18 detainees in disciplinary segregation and restraints 19 when outside of their cells."</p> <p>20 Do you understand -- Well, first off, did I 21 accurately describe what the report's findings are?</p> <p>22 A. Yes. I believe you read that right.</p> <p>23 Q. All right, did you understand that the issues 24 that are being addressed here on page five of Exhibit 25 Eight are a repeat of the solitary confinement</p>

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<p style="text-align: right;">Page 315</p> <p>1 discussion we had pertaining to the Exhibit Seven report 2 or are these a different set of infractions that the OIG 3 identified?</p> <p>4 A. So this - this report was issued on June 3rd, 5 so I'm familiar with it, I've had a chance to look at 6 it. I - it's still on my desk, you know, for, you know, 7 sort of a more careful review. However, my 8 understanding, and also sort of reading the two 9 documents together, that the - what is depicted here on 10 page five is a summary and rollup of the OIG 18-18 -- 11 Excuse me -- 18-86 September 27th, 2018 report. I 12 believe this is a summary of the more detail we've 13 already talked about in Exhibit Seven.</p> <p>14 Q. So the part that's additive or I guess new to 15 what we talked about with Exhibit Seven is the bottom of 16 the second full paragraph.</p> <p>17 The last sentence says, "In addition, facility 18 forms incorrectly state that these detainees are in 19 administrative segregation when they are actually in 20 disciplinary segregation." Did I read that correctly?</p> <p>21 A. It says, "In addition, facility forms 22 incorrectly state the detainees are in administrative 23 segregation when they were actually in disciplinary 24 segregation," yes.</p> <p>25 Q. All right, so when we talked about the</p>	<p style="text-align: right;">Page 317</p> <p>1 require that a detainee shall be placed in disciplinary 2 segregation only after a finding by a disciplinary 3 hearing panel that the detainee is guilty of a 4 prohibited act or rule violation, correct?</p> <p>5 A. Yes. That's my understanding of the standard, 6 yes.</p> <p>7 Q. Okay, what's your plan on how to deal with 8 this report as it pertains to the administrative and 9 disciplinary segregation enforcement and use at 10 Adelanto?</p> <p>11 A. So the normal process would be to - to, you 12 know, again this is the larger team, not necessarily me 13 personally, but we would go through the report and 14 identify the findings, if you will, and then, you know, 15 add those to what, you know, we - our client findings 16 and then track - you know, obviously find out what 17 happened or what is happening, see if we can get to the 18 root cause and then again if this is -- You know, figure 19 out what the facts are. I'm speculating now. In other 20 words, in one sense it's encouraging to see that -- 21 Well, at least we have a form that has administrative 22 segregation on it, so I don't know that that's a 23 problem, but if the form didn't have that on there 24 before that would be a problem and maybe led to the 25 erroneous conclusion by the Inspector General, I don't</p>
<p style="text-align: right;">Page 316</p> <p>1 segregation issues in - as set out in Exhibit Seven you 2 suggested, well, maybe there's some confusion about what 3 administrative segregation is and what disciplinary 4 segregation is because they don't use the term 5 administrative segregation, but here they say it and 6 they say no, no, no, still there's a violation going on 7 with respect to disciplinary segregation being imposed 8 before the disciplinary panel hears and finds the 9 detainee guilty of the charged offense, correct?</p> <p>10 A. That's what it - how it reads, yes.</p> <p>11 Q. All right, so given the recency of this 12 report, I mean we are today on June 12th, this was 13 issued June 3rd, have you had the chance to drill down 14 and find out what's going on here with respect to the - 15 the disciplinary segregation at Adelanto?</p> <p>16 A. No, I have not.</p> <p>17 Q. Okay, the use of the phrase administrative 18 segregation in contrast to the phrase disciplinary 19 segregation kind of - I'm not sure it nullifies, but it 20 certainly contradicts the concept that there's a 21 confusion of terminology, correct?</p> <p>22 A. It's hard for me to say. I don't know. This 23 language is different than it is in the - in the 2018 24 report which is Exhibit Seven, but I don't know yet.</p> <p>25 Q. But you agree that the standards in place</p>	<p style="text-align: right;">Page 318</p> <p>1 know but, you know, we will - we will parse through this 2 and obviously again get to the root cause to the extent 3 we can.</p> <p>4 Q. But so far GEO hasn't taken any corrective 5 action in response to this June 3rd OIG report; is that 6 right?</p> <p>7 MS. ARMSTRONG: Objection.</p> <p>8 THE WITNESS: No.</p> <p>9 MS. ARMSTRONG: Misstates prior testimony.</p> <p>10 THE WITNESS: I don't know, so this - this 11 report requires potentially immediate action on the 12 ground at Adelanto by someone in - responsible for 13 the operations of that facility. That person is 14 not me.</p> <p>15 BY MR. CHAREST:</p> <p>16 Q. Okay, you're not aware of any corrective 17 action having been taken so far in response to this 18 June 3rd OIG report, correct?</p> <p>19 A. I don't know if they have or if they have not.</p> <p>20 Q. Fair. You just don't know?</p> <p>21 A. Yes.</p> <p>22 Q. The person that would have been responsible 23 for that and would know whether or not corrective action 24 was taken in response to the June 3rd, 2019 report is 25 Mr. Janecka; is that right?</p>

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<p style="text-align: right;">Page 319</p> <p>1 A. He - he would be the leader on the ground so, 2 yes, he would probably be the best person. 3 Q. Okay, is your office also going to undertake 4 the generation of a corrective action plan and 5 initiation of that quality assurance process in response 6 to this report that's set out in Exhibit Eight? 7 A. Yes. As I said to the extent this raises new 8 things, and I think you obviously have noted one that is 9 different than the September 27th, 2018 report that's 10 Exhibit Seven. We would look at anything that was new 11 in this report and then obviously work through that 12 quality assurance process, yes. 13 Q. So - but one of the questions is, hey, OIG, do 14 you really know the difference between administrative 15 segregation, disciplinary segregation, right? That's a 16 question that would have been answered or could have 17 been answered even in the prior report, right? 18 A. So again I don't know. This is new, right? 19 It's not something that I've had a chance yet to fully, 20 you know, digest. Again the language is different than 21 it is in the 2000 - the 2018 report. The IG wrote this 22 report and then they wrote this report. I don't know if 23 they've looked at additional documents, if they've had 24 different conversations with ICE, so the answer is I 25 don't know.</p>	<p style="text-align: right;">Page 321</p> <p>1 A. From quickly reading this this looks to be the 2 same concern that was raised in the - what's Exhibit 3 Seven about sort of a, you know, a regular policy 4 without a case-by-case analysis to use restraints for 5 folks in disciplinary segregation, yes. 6 Q. And were steps already taken with regard to 7 that issue pursuant to the 2018 report? 8 A. They should have been, yes. 9 Q. Should have been or were? Do you know? 10 A. I don't -- Again without having them in front 11 of me or, you know, a report in front of me I couldn't 12 tell you off the top of my head, but under the normal 13 process the answer is yes, if that - that was months 14 old, yes. 15 Q. So this raises a question that I want to make 16 sure I'm clear on. Either no action is taken or 17 immediate action is taken at the facility and 18 Mr. Janecka would know about whatever immediate action 19 was taken or a corrective action report is begun and 20 actions are taken pursuant to the quality assurance plan 21 through the corrective action plan and that runs its 22 course through that process. Is that the full universe 23 of potential reactions to a report like this? 24 A. So I'd be speculating as to the full universe. 25 What I can tell you is if, and I'm just going</p>
<p style="text-align: right;">Page 320</p> <p>1 Q. We both think -- You think, it doesn't matter 2 what I think, you think that the - the issues that are 3 being identified in this June 3rd report are the same as 4 pertains to segregation practices at Adelanto as were 5 set out in the 2018 report, right? 6 A. As I read this now, right, this - at least 7 whether or not they called out something different, but 8 when the term in addition suggests something more I 9 don't know whether the Inspector General went back, I 10 don't know whether they looked at additional documents. 11 It - that seems to be something new to me when I say in 12 addition. 13 Q. Okay. 14 So - all right, and the plan is to sit down 15 and try and get to the bottom of whatever's going on and 16 if that requires corrective action to initiate a 17 corrective action plan under the quality assurance plan 18 that GEO maintains pursuant to the QUSAP (sic), correct? 19 A. The QASP, yes. 20 Q. QASP. Thank you. 21 A. Sure. 22 Q. All right, the - the use of restraints looks 23 like the same type of complaint that is the use of 24 restraints as a practice outside of detainees' cells 25 while they're in segregation, right?</p>	<p style="text-align: right;">Page 322</p> <p>1 to use this as an example. If there was expired food 2 that clearly should have been thrown out, right, whether 3 it's canned goods it's some, you know, period its gone 4 beyond its expiration date my assumption would that that 5 would have been immediately discarded, right? And then 6 the process that would take some time thereafter is what 7 is your process for identifying expired food and how do 8 you check to make sure that you don't have any, so if 9 there's a process, a check sheet, a form, an inventory, 10 some process that is then put in place, identify who's 11 responsible, when it's updated, you know, that type of 12 thing that's the process that would be sort of the 13 follow on process from an audit and would then be 14 documented, but whether there's some other reaction 15 between those two things not to my knowledge, but I also 16 couldn't assume that there wouldn't be. 17 Q. All right, as long as you don't know of 18 anything else, that's all I can get from you, that's 19 fine. 20 Would the exercise of immediate corrective 21 action forestall or forego or prevent later quality 22 assurance type review through corrective action planning 23 to identify like root cause in the more systemic, or 24 systematic is the right word, approach to dealing with 25 issues?</p>

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<p style="text-align: right;">Page 323</p> <p>1 A. I would say it would depend. I mean 2 optimally, you know, you want the facts to be clear as 3 to what the issue was so, you know, again we have a 4 slightly different circumstance with an Inspector 5 General who may or may not say what files they looked 6 at, who I talked to, where there are other entities that 7 do audits that they preserve what they call audit 8 working papers so you know exactly what folks were 9 looking at, so it's very easy to say, okay, I looked at 10 this file, it was not compliant for these reasons and 11 there's no - there's no question of facts so, you know, 12 I don't generally think immediate action precludes that, 13 but I would also say it depends how complicated the 14 facts are.</p> <p>15 Q. Are - is either GEO or ICE unable to get the 16 audit report or the underlying data that OIG used or 17 collected or reviewed in connection with these reports?</p> <p>18 A. I can only speak from my own experience. 19 In my experience the IG generally in this kind 20 of context does not share that information.</p> <p>21 Q. Has anyone at GEO asked for that information 22 to your knowledge?</p> <p>23 A. GEO -- Not to the best of my knowledge, and 24 again the - the entity that responds to the Inspector 25 General is the Agency, not the contractor. This is</p>	<p style="text-align: right;">Page 325</p> <p>1 days a week," so that would be in contrast to the three 2 days a week that OIG's identified, right?</p> <p>3 A. Yes. If that - and again there's no reason to 4 think that's not the accurate -- If it did not meet 5 what's quoted here then, yes, it would be noncompliant.</p> <p>6 Q. All right, and then it goes on, the rest of 7 the standard goes on, "Detainees within the SMU for 8 disciplinary reasons shall be offered at least one hour 9 of recreation per day outside their cells and scheduled 10 at a reasonable time at least five days a week," and if 11 that's the standard, OIG's observation, that 12 disciplinary segregation detainees were not offered any 13 recreation or showers would be a violation of - would 14 reflect a violation of the standard, correct?</p> <p>15 A. Yes.</p> <p>16 My only comment here is, and again this is 17 still not optimal, is this is a review of segregation 18 files, so I wonder whether this is a recordkeeping issue 19 that something was offered or something happened and was 20 not captured on the form or whether or not it was, in 21 fact, not offered and that's something that would again 22 have to be addressed through the process I've - I have 23 described to you.</p> <p>24 Q. And both of those two options you identified 25 as possible are violations of the performance standards,</p>
<p style="text-align: right;">Page 324</p> <p>1 addressed to the head of the Agency, not to GEO. This 2 is the service provider.</p> <p>3 Q. All right, the next, and this looks like a new 4 concern that OIG raises on page six is recreation time 5 while in segregation, the second sentence down, the 6 first full paragraph, page six under the pictures it 7 says, "At Adelanto our review of disciplinary 8 segregation files identified that some detainees were 9 not offered any recreation or showers while in 10 segregation. Instead - or in addition," rather, 11 "Detainees in administrative segregation were only 12 offered recreation three days a week instead of each 13 day." If true are both of those events failures in 14 violations of the - the performance standards?</p> <p>15 A. So I would have to refresh my recollection as 16 to what the precise intervals are that are required in 17 the standard, but if it's a deviation from what's 18 required in the standard then, yes, it would be 19 noncompliant.</p> <p>20 Q. So the standard I think -- Well, at least 21 according to OIG is set out in - in footnote seven on 22 the same page where it says, "Detainees in the SMU for 23 administrative reasons shall be offered at least one 24 hour of recreation per day - per day outside their cells 25 and scheduled at a reasonable time and at least seven</p>	<p style="text-align: right;">Page 326</p> <p>1 right?</p> <p>2 A. The records have to be kept properly.</p> <p>3 Absolutely.</p> <p>4 Q. And - and recreation has to be offered as 5 provided by the standards, correct?</p> <p>6 A. Yes. I mean but there's - as we've talked 7 about before there's a substantive difference whether if 8 it's a recordkeeping issue or it's something that is 9 actually not being done.</p> <p>10 Q. Sure.</p> <p>11 Either someone's being locked in a room for 12 days on end without seeing the sun or someone's not 13 marking it down on a record, one or the other, but 14 neither is acceptable, correct?</p> <p>15 A. Both would be noncompliant.</p> <p>16 Q. And then the OIG report expresses some sort of 17 information from Adelanto management with respect to a 18 lack of space and the need to keep detainees segregated 19 from the general populous as - as a reason for denying 20 the detainees this recreation time. Are you aware of 21 any lack of space that would result in the denial of 22 detainees' recreation time at Adelanto?</p> <p>23 A. So I don't know the precise underlying facts 24 here. I'll tell you that the outdoor recreation space 25 in Adelanto is large, it's larger than many other</p>

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<p>Page 327</p> <p>1 places, it's in a rural area and there's - you know, 2 physically these are big spaces, so I don't know 3 precisely what this is involving.</p> <p>4 Q. So it could be that, in fact, Adelanto is 5 designed in a way that does not allow for people who are 6 in segregation to be given recreation time because of 7 concerns about separation from the general population? 8 That's one possibility? The other possibility is that 9 the - Adelanto management, whoever that is, used that as 10 an excuse and is not a real valid excuse; is that right?</p> <p>11 A. Well, I -- No. I couldn't agree that it's not 12 a valid excuse. I don't know what is going on here. 13 There - I know that there are - there's outdoor 14 recreation, you know, specifically attached to the 15 special management unit but again, in other words, I do 16 know that there are for a variety of reasons some 17 detainees can while for whatever reason they're in 18 that - that area can have recreation with other 19 detainees and other detainees, you know, it creates a 20 behavioral problem or security problem, so I don't know 21 precisely what is being - what, you know, Adelanto 22 management admitted here, but - but maybe eventually 23 I'll find out.</p> <p>24 Q. The next topic that pertains to Adelanto as I 25 see it is on page eight and the OIG report says in the</p>	<p>Page 329</p> <p>1 so, you know, there was a remedy in terms of what 2 chemical is being used to clean them. I also know that 3 is depicted in figure four that toilet on the recreation 4 yard was clogged on that day. That was immediately 5 rectified and that is not a habitual problem, it is now 6 regularly checked, so that's what I know about that.</p> <p>7 Q. And again we have a situation where ICE 8 concurs with the recommendations by OIG, correct?</p> <p>9 A. In this case --</p> <p>10 Q. Page Twelve.</p> <p>11 A. -- there were -- Right. There were multiple 12 recommendations, and let's see.</p> <p>13 So there's an April 29th ICE comments in the 14 draft report on page sixteen that - that ICE -- Again 15 this if I'm reading this correctly this says, "The draft 16 report contained one recommendation with which ICE 17 concurs."</p> <p>18 Q. Well, that's not what it says, right? The - 19 on page twelve the recommendation is --</p> <p>20 A. There's a single recommendation.</p> <p>21 Q. Yes, but the response is literally just 22 concur, but it's okay.</p> <p>23 There's the letter I think you might be 24 talking about is Appendix B and on page twenty is the 25 letter from ICE back to OIG as pertains to Adelanto</p>
<p>Page 328</p> <p>1 second sentence, "At the Adelanto facility we observed 2 detainees' bathrooms that were in poor condition, 3 including mold and peeling paint on walls, floors and 4 showers and unusual - unusable toilets as shown in 5 figure four" which is a picture of a toilet on the next 6 page at the top of page nine. Did I read that 7 correctly, sir?</p> <p>8 A. Yes.</p> <p>9 Q. All right, and if, in fact, the bathrooms were 10 in poor condition with mold and peeling paint on the 11 walls, floors and showers and had unusable toilets, that 12 would be in violation of the performance standards at 13 Adelanto, correct?</p> <p>14 A. Yes. It means that obviously the place has to 15 be habitable and the fixtures need to function.</p> <p>16 Q. When you went to Adelanto and looked around 17 for your site visit did you observe peeling paint and 18 mold on the walls, floors and showers?</p> <p>19 A. So I know in response to this finding that 20 again I think it's part of - of, you know, an earlier 21 OIG visit there was some question of, you know, 22 precisely what was wrong with the showers, but I do know 23 that the showers were all painted. I do know they use a 24 different chemical for cleaning them. There's hard 25 water in that area of California, so it pits concrete</p>	<p>Page 330</p> <p>1 specifically. Is that what you're looking for, sir?</p> <p>2 A. So as I understand it there's a memo from - 3 for John V. Kelly dated April 29th from Stephen Ronconi, 4 the ICE Chief Financial Officer and Senior Component 5 Accounting - Accountable Official that - that concurs 6 with the one recommendation and then there's an 7 attachment to Appendix B that goes through I guess with 8 more specificity what ICE is doing in response to the 9 report.</p> <p>10 Q. Yeah, and that's where I'm trying to point you 11 in that direction, page twenty of --</p> <p>12 A. Yes, sir.</p> <p>13 Q. -- the overall report just in fairness.</p> <p>14 Okay, so ICE apparently has taken some steps 15 already however that works. I presume it's ICE telling 16 the local facility manager do this, that or the other to 17 get these issues taken care of. Do you know anything 18 about that communication?</p> <p>19 A. No. So what I would say is generally speaking 20 as I said, in other words, the Inspector General does a 21 close-out at the site at the day of the visit and then 22 this process of drafting the report is something that 23 happens later on, so like I said, I mean, not to be - 24 back to the clogged toilet but, in other words, that 25 didn't wait for the report to be written to be acted</p>

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<p>1 upon.</p> <p>2 Q. Right.</p> <p>3 A. The same thing with the food things we talked</p> <p>4 about. I know that the facility schedule in terms of</p> <p>5 painting happened over a period of time and the</p> <p>6 different chemical and so forth and so on that obviously</p> <p>7 took time.</p> <p>8 Q. You mentioned a few times in response -- I'm</p> <p>9 sorry. We're going to go past 5:30 but not very far.</p> <p>10 You mentioned a few times the existence of Field</p> <p>11 Directors on behalf of ICE being at the location having</p> <p>12 kind of oversight of operations. Do you know that</p> <p>13 topic?</p> <p>14 A. Yes. In other words, if I understand</p> <p>15 correctly there's an Assistant Field Office Director</p> <p>16 that is a position within ICE that reports to the Deputy</p> <p>17 Field Office Director and then the Field Office Director</p> <p>18 in this case as it relates to Adelanto is in - who's in</p> <p>19 Los Angeles.</p> <p>20 Q. And the deputy -- I'm sorry. The Assistant</p> <p>21 Field Office Director that's assigned to Adelanto is</p> <p>22 named Gabriel Valdez, correct?</p> <p>23 A. Correct.</p> <p>24 Q. All right.</p> <p>25 (Whereupon, Exhibit 9 was marked)</p>	<p>Page 331</p> <p>1 A. The times that I've - the last two times that</p> <p>2 I've been there, yes, he's been the Assistant Field</p> <p>3 Office Director. He could be gone today, but I wouldn't</p> <p>4 know that for sure.</p> <p>5 Q. Me neither.</p> <p>6 Paragraph three Mr. Valdez says, "ICE/ERO is</p> <p>7 responsible for managing the immigration cases of</p> <p>8 detained individuals" and then he goes on, "In addition,</p> <p>9 ICE/ERO has a secondary responsibility to observe,</p> <p>10 identify and notify the various contractors or</p> <p>11 subcontractors of any perceived deficiencies in</p> <p>12 adherence to their responsibilities under the</p> <p>13 Performance-Based National Detention Standards 2011."</p> <p>14 Did I read that correctly?</p> <p>15 A. Yes.</p> <p>16 Q. Do you understand that role on behalf of ICE</p> <p>17 to be accurate?</p> <p>18 A. I think that is a - a summary version of</p> <p>19 saying there's a quality assurance program that - that</p> <p>20 ICE has to make sure that the standards are being met.</p> <p>21 Q. So the standards though as set out by</p> <p>22 Mr. Valdez here in paragraph three are the</p> <p>23 subcontractor's responsibility, right, in adherence to</p> <p>24 their responsibility, the subcontractor's</p> <p>25 responsibility, correct?</p>
<p>1 BY MR. CHAREST:</p> <p>2 Q. I'm handing you a document that's marked as</p> <p>3 Exhibit Nine. Have you seen the - what I've given you</p> <p>4 as Exhibit Nine before?</p> <p>5 A. No.</p> <p>6 MS. ARMSTRONG: You handed me two copies.</p> <p>7 MR. CHAREST: I gave her two copies as is my</p> <p>8 practice.</p> <p>9 BY MR. CHAREST:</p> <p>10 Q. All right, so as I understand it this is a</p> <p>11 declaration provided by Gabriel Valdez in a different</p> <p>12 piece of litigation in which -- Is Gabriel a man or a</p> <p>13 woman?</p> <p>14 A. It's a man.</p> <p>15 Q. All right. Thank you.</p> <p>16 A. Or he's a man I should say.</p> <p>17 Q. Fair enough.</p> <p>18 In which Mr. Valdez describes his work on</p> <p>19 behalf of ICE at Adelanto, so you agree with me -- Well,</p> <p>20 you can read paragraph two, the second sentence, "I'm</p> <p>21 currently - I currently am assigned to the Adelanto ICE</p> <p>22 Processing Center, APC in Adelanto, California." You'll</p> <p>23 agree with that as a true statement, right?</p> <p>24 A. That he's assigned to Adelanto?</p> <p>25 Q. Yes, sir.</p>	<p>Page 332</p> <p>1 A. Yes. In other words, if the contractor has</p> <p>2 responsibilities under the standards, yes.</p> <p>3 Q. And GEO is the subcontractor at Adelanto that</p> <p>4 is responsible for the performance of the standards at</p> <p>5 that facility, correct?</p> <p>6 A. Yes.</p> <p>7 Q. All right, we can try and cut to the chase.</p> <p>8 Flip, if you would, to paragraph eight.</p> <p>9 Mr. Valdez says, "The IGSA between the City" which is</p> <p>10 the City of Adelanto "And ICE does not reserve to ICE</p> <p>11 any direct control of any part of the contracted work</p> <p>12 and only provides that ICE 'will conduct periodic</p> <p>13 inspections of the facility to assure compliance with'</p> <p>14 ICE standards," and it cites a provision in the</p> <p>15 contract. Did I read that correctly?</p> <p>16 A. Yes.</p> <p>17 Q. Does that conform with your understanding</p> <p>18 about the level of control that ICE exercises over the</p> <p>19 contracted work at the Adelanto facility?</p> <p>20 A. So it says direct control --</p> <p>21 Q. Yes.</p> <p>22 A. -- of any contracted work, so it doesn't say</p> <p>23 no control, it says direct control, and I'm not</p> <p>24 precisely sure what they mean by direct control, but</p> <p>25 that's what it says, and then it says it will conduct</p>

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<p style="text-align: right;">Page 335</p> <p>1 periodic inspections of the facility to ensure 2 compliance with ICE standards. 3 Again inspection is a term of art and that 4 could mean something that is a formal, you know, audit 5 type inspection that, you know, other folks can do, but 6 again Mr. Valdez is assigned full-time to Adelanto and 7 is there everyday along with the rest of his staff and 8 is aware of what is going on at Adelanto. 9 Q. You don't know what Mr. Gabriel - Mr. Valdez 10 is actually aware of or not, right? That's your 11 presumption what you just said? 12 A. I have no idea what's in his mind if that's 13 what you're asking me. 14 Q. Right, and the primary responsibility 15 according to Mr. Gabe -- Mr. Valdez is the managing of 16 immigration cases of detained individuals according to 17 paragraph three of this sworn declaration, correct? 18 A. That's what it reads, yes. 19 Q. Right. 20 And he says the - the contract does not 21 reserve to ICE any direct control, so there is no direct 22 control according to Mr. Valdez under the IGSA, the IGSA 23 for Adelanto, correct? 24 A. Yeah, again I don't know precisely what's 25 meant by direct control. I mean it's a qualifier so,</p>	<p style="text-align: right;">Page 337</p> <p>1 though. Now I'm on - I'm on page five of five. 2 Q. Right. 3 A. And the sentence reads, "ICE/ERO does not 4 control GEO's work and does not direct their staff on 5 how to interact detainees on a hunger strike." 6 Q. That's right. Those are two different things, 7 so ICE does not control GEO's work, A. B, ICE does not 8 direct their staff on how to interact with detainees on 9 a hunger strike, correct? 10 A. I mean you're reading that sentence, you know, 11 one sentence out of a - paragraph seventeen. I - you 12 are correctly stating what is on the page and that is 13 written in the conjunctive. 14 Q. Right, meaning both are true according to 15 Mr. Valdez, right? 16 A. Yeah. 17 Q. All right, and my question to you, sir, is I 18 know what he says. I can read it. Is that different or 19 the same as your understanding of whether or not ICE has 20 control over GEO's work at the Adelanto facility? 21 A. Again hard to say. 22 It's interesting because here it says does not 23 control. On the paragraph we read before it says direct 24 control, so again this is Mr. Valdez's affidavit. I 25 obviously - this is the first time I'm seeing this,</p>
<p style="text-align: right;">Page 336</p> <p>1 you know, again the ICE folks don't supervise the - the 2 GEO staff. GEO folks supervise the GEO staff, so again 3 I don't know precisely what that means. 4 Q. Okay, flip if you would to the last page, the 5 last sentence of paragraph seventeen. 6 Are you with me? 7 A. Uh-huh. (Affirmative response). 8 Q. Mr. Valdez says here under oath, "ICE/ERO does 9 not control GEO's work." 10 A. I'm sorry. I'm on paragraph seventeen? 11 Q. Yes, sir. It - it splits between page four 12 and page five. 13 A. It's the paragraph that says, "In general 14 detainee -- 15 Q. Yeah, I'm on -- 16 A. -- enters a hunger strike." 17 Q. I'm on the last - the last -- 18 A. Okay. 19 Q. -- the last sentence of that paragraph. 20 A. Okay. 21 Q. And I'm reading -- I'll read it again for the 22 record. "ICE/ERO does not control GEO's work." Is that 23 an accurate statement of the level of control that ICE 24 exhibits over GEO's work at Adelanto? 25 A. I don't think you've read the whole sentence</p>	<p style="text-align: right;">Page 338</p> <p>1 but - and this paragraph is talking about hunger 2 strikes, so what I would say is it's a blended range 3 of - of the agreement, right? There are certain things 4 that GEO does on its own and there's certain things 5 that, you know, are done at ICE's direction pursuant to 6 the contract. 7 Q. All right, let's look at the next paragraph, 8 sir, the last line. Mr. Valdez says again under oath, 9 "ICE/ERO's role is generally to advocate on behalf of 10 the detainees to ensure they are receiving proper care 11 and not to supervise the care provided by GEO." First 12 did I read that correctly? 13 A. Yes. 14 Again the sentence before that talks about in 15 the context of a hunger strike but it says, however, 16 "ICE/ERO's role is to generally advocate on behalf of 17 the detainee," I'm not sure to whom, "To ensure they are 18 receiving proper care and not to supervise the care 19 provided by GEO." 20 Q. So the first one let's break it down, so 21 just -- 22 A. Sorry. 23 Q. -- answer my question. 24 Did I read that correctly? The answer is yes, 25 right?</p>

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1 A. Yes, I believe you --	1 Q. Well, that's your view, but --
2 Q. Okay.	2 A. You're asking me my view.
3 A. -- read it correctly.	3 Q. I am, but your - my question was does GEO
4 Q. Now is that different than what your	4 supervise the detainees that are doing the work program
5 understanding is about whether or not ICE is on site to	5 and you don't want to say supervise because of the - the
6 supervise the care provided by GEO of the detainees?	6 legal context of that question. I get it. I understand
7 A. In the context of a hunger strike --	7 you're coaching, I get it, but the fact is, and I don't
8 Q. I didn't ask that, sir.	8 know if you took Latin, the - GEO from a position above
9 A. But I'm reading what I'll say is the plain	9 looks at the people who are doing the work in the
10 meaning of paragraph eighteen as I understand it.	10 voluntary work program and observes them in order to
11 So in the context of a hunger strike which is	11 make sure they're doing what they're supposed to be
12 what I believe is being discussed here in Mr. Valdez's	12 doing, right?
13 affidavit, generally the medical provider is the one	13 A. Yes. I agree.
14 who's going to make decisions about the well - the	14 MS. ARMSTRONG: Objection, vague.
15 welfare of the detainee and that is not something that	15 BY MR. CHAREST:
16 ICE would direct to its subcontractor in terms of what	16 Q. Thank you.
17 intervention or what would be done by the medical	17 Have you had any - have you ever had any
18 provider.	18 conversations with Tracey Valerio or John Sag - Sandweg
19 Q. Okay, without regard and without limitation to	19 about this case, sir?
20 the context of a hunger strike, do you disagree with	20 A. No, I have not.
21 what Mr. Valdez says here about ICE's role vis-a-vis GEO	21 Q. How about any of these cases that pertain to
22 and the provision of care at Adelanto - Adelanto?	22 detention conditions of confinement?
23 MS. ARMSTRONG: Objection, vague.	23 A. I haven't spoken to John Sandweg since the day
24 THE WITNESS: So again I can't - I haven't had	24 he left ICE, whenever that was, and I know Tracy
25 a conversation with Mr. Valdez about this. I	25 Valerio, I've known her since the U.S. Attorney's Office
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1 don't -- You know, he may have an opinion.	1 in Phoenix, but I have not had any conversation with her
2 BY MR. CHAREST:	2 about this case.
3 Q. I'm asking your view.	3 Q. Is the U.S. Attorney's Office in Phoenix in
4 A. As I said before, ICE does not supervise GEO	4 the courthouse that is like a greenhouse?
5 employees.	5 A. It is - it is several blocks away in the white
6 Now supervise is a term of art, but it's an	6 courthouse that does not have air-conditioning if that's
7 employer, employee relationship.	7 what you're referring to.
8 The contract is the agreement that ICE - you	8 MR. CHAREST: I have no more questions.
9 know, and the quality - the Quality Assurance	9 THE WITNESS: Thank you.
10 Surveillance Plan is the way they control what GEO does,	10 MR. CHAREST: Do you all have any?
11 and again supervise is the wrong word.	11 Are you going to reserve, I assume?
12 Q. GEO supervises its employees at Adelanto,	12 MS. ARMSTRONG: No.
13 correct?	13 MR. CHAREST: Are you going to ask questions?
14 A. Correct.	14 MS. ARMSTRONG: No, I'm not asking questions.
15 Q. GEO also supervises the detainees that are	15 MR. CHAREST: All right, we're done.
16 providing labor through the voluntary work program,	16 Thank you.
17 correct?	17 THE VIDEOGRAPHER: We are going off the video
18 MS. ARMSTRONG: Objection, lacks foundation.	18 record 5:40 p.m.
19 THE WITNESS: So supervise in a different	19 THE COURT REPORTER: Read or waive?
20 context but, you know, is aware of, yes, and	20 MS. ARMSTRONG: Yes, we want to read.
21 it's -- I mean there's not an employee, employer	21 THE COURT REPORTER: Is the transcript
22 relationship between detainees who are in the	22 ordered?
23 voluntary work program. It's not supervised in the	23 MR. CHAREST: I'll sign anything you give me,
24 same sense.	24 but I never make the decisions, so I'll give you
25 BY MR. CHAREST:	25 the e-mail address of the paralegal that will know

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1 what you need to know. 2 3 (The deposition concluded at 5:40 p.m.) 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	1 CERTIFICATE 2 3 STATE OF FLORIDA 4 COUNTY OF BROWARD 5 I, VALERIE LEHTO, Registered Professional 6 Reporter, do hereby certify that I was authorized 7 to and did stenographically report the foregoing 8 deposition as hereinabove shown, and the testimony 9 of said witness was reduced to computer transcription 10 under my personal supervision and direction and that 11 the record is a true record of the testimony given 12 by the witness and that the witness has requested 13 a review of said transcript pursuant to Rule 30(e) 14 (2). 15 I further certify that I am not a relative, 16 employee, attorney or counsel of any of the parties, 17 nor am I a relative or employee of any of the parties' 18 attorney or counsel connected with the action, nor 19 am I financially interested in the action. 20 Dated this 22nd day of June, 2019. 21 22 23 24 25
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	Valerie Lehto VALERIE LEHTO Registered Professional Reporter COMMISSION NO. GG 242398 MY COMMISSION EXPIRES 8/22/2022
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1 CERTIFICATE OF OATH 2 3 STATE OF FLORIDA 4 COUNTY OF BROWARD 5 6 I, VALERIE LEHTO, the undersigned authority, 7 certify that DANIEL RAGSDALE personally appeared 8 before me and was duly sworn. 9 10 Dated this 22nd day of June, 2019. 11 12 Valerie Lehto 13 14 15 16 17 18 19 20 21 22 23 24 25	1 DEPOSITION ERRATA SHEET 2 3 ASSIGNMENT NO. 4 5 6 DECLARATION UNDER PENALTY OF PERJURY 7 I declare under penalty of perjury 8 that I have read the entire transcript of 9 my Deposition taken in the captioned matter 10 or the same is true and accurate, save and 11 except for changes and/or corrections, if 12 any, as indicated by me on the DEPOSITION 13 ERRATA SHEET hereof, with the understanding 14 that I offer these changes as if still under 15 oath. 16 Signed on the _____ day of _____, 17 2019. 18 19 20 21 WITNESS NAME 22 23 24 25

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